

**AGREEMENT**  
**Between**  
**THE CITY OF ALBUQUERQUE**  
**And**  
**LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO**

**August 5, 2015 – June 30, 2016**

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# AGREEMENT

## 0. RECITALS

### 0.1 Preamble

The Union and Employer recognize the mission, goals and obligations of the City of Albuquerque as a provider of services to the citizens of the City through its employees. The parties further recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. This Agreement shall provide terms and conditions of employment for employees covered herein and a procedure to resolve grievances. The Union shall not file a grievance or entertain a grievance from an employee that only alleges a violation of this Article.

### 0.2 Authority

This Agreement has been made and entered into by and between the City of Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque M-Series Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of Albuquerque Labor-Management Relations Ordinance.

### 0.3 Agreement Control

This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit System Ordinance, department Standard Operating Procedures (SOP), Policies or Personnel Rules and Regulations, this Agreement shall control.

### 0.4 Recognition

0.4.1 The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and all other terms and conditions of employment for all employees in the stipulated bargaining unit, including all M-Series and Police Communications Shift Supervisors. The parties agree to the inclusion of eligible part-time M-Series employees in the Union's bargaining unit. The

term “employee” for the purpose of this Agreement shall mean bargaining unit employee.

0.4.2 The City and the Union will identify positions that are jointly identified to be either included or excluded from the bargaining unit. These positions will be included or excluded from the bargaining unit when the employee currently occupying the position leaves the position identified on the “Questionable” List (“Q” List) or “Union” List (“A” Lists) prepared by the City’s Human Resources Department. Recommendations by either the Union or the City to include or exclude positions from the bargaining unit shall be brought to the Union-Employer Committee (UEC) for consideration.

0.4.3. If the parties agree that any such employees or job titles are eligible for inclusion in the bargaining unit, those employees agreed upon shall be added into the Stipulated Bargaining Unit by further stipulation of the parties. At this time, the Employer shall identify positions or employees who should be excluded from the unit under the City of Albuquerque’s Labor-Management Relations Ordinance. If the parties cannot reach agreement, the Union or the Employer may submit the question of whether any such employees or job titles are eligible for inclusion in the bargaining unit under the City of Albuquerque Labor-Management Relations Ordinance to the City of Albuquerque Labor-Management Relations Board for determination. The determination(s) of the Labor-Management Relations Board will be final, with neither side appealing such determination(s) further. Both parties shall advise the Labor-Management Relations Board that it is their mutual desire, intention and agreement that any job titles or employees resolved by the Labor-Management Relations Board in favor of the Union or the Employer will be added to or deleted from the Stipulated Bargaining Unit.

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### 1.1 Fair Share/ Agency Fee

1.1.1 The Employer shall, for the duration of this Agreement, deduct from any employee’s, pay for each pay period of each month, Union dues provided the employee submits an authorization thereof. The deductions shall be made and transmitted to the Union in the manner set forth under Article 1.2.2 of this Agreement.

1.1.2 Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council. The Resolution requires an adequate showing by the Union that at least 50% of the employees in the bargaining unit are members in good standing

1 with the Union at the time the agency fee is implemented and the  
2 threshold percentage is maintained while the agency fee is in place.

3  
4 1.1.3 The Resolution further requires that any agency fee provision  
5 negotiated pursuant to the Resolution comply with all state and federal  
6 legal requirements.

7  
8 1.1.4 The parties agree to implement an agency fee for non-union  
9 employees subject to the provisions set forth in paragraphs 2 and 3 above  
10 and the following additional conditions:

11  
12 1.1.4.1 The Union shall retain an independent auditor to audit its  
13 receipts and expenditures on an annual basis.

14  
15 1.1.4.2 The Union will publish the results of the audit, including an  
16 adequate explanation of the agency fee, to bargaining unit  
17 employees.

18  
19 1.1.4.3 Bargaining unit employees shall have thirty (30) days to  
20 file a challenge to the apportionment of the agency fee.

21  
22 1.1.4.4 An impartial decision maker shall hear any challenge.

23  
24 1.1.4.5 The amount of the agency fee shall only include costs  
25 permitted under applicable federal and state case law. The  
26 determination of these costs shall be made from the most recently  
27 available audited financial reports. If a court of competent  
28 jurisdiction rules that certain costs included in the agency fee are  
29 prohibited from inclusion or that the Resolution's limitations legally  
30 prohibit the inclusion of certain costs, the agency fee amount shall  
31 be modified accordingly.

32  
33 1.1.4.6 Under no circumstances shall non-union employees be  
34 required to contribute towards the Union's social, political or  
35 charitable activities; nor shall any non-union employee be subject to  
36 any retaliation for refusal to contribute to such activities.

37  
38 1.1.4.7 The Union has the burden of proving before the impartial  
39 decision maker that its costs were properly apportioned to the  
40 agency fee.

41  
42 1.1.4.8 Any portion of the agency fee that is specifically  
43 challenged shall be held in escrow until resolution of the challenge.

44  
45 1.1.4.9 To the extent permitted by Law, the Union shall indemnify  
46 and hold the City harmless, including payment of attorney fees and

costs for counsel chosen by agreement of the parties, for any claim or challenge to this article or the imposition of an agency fee.

1.1.4.10 Once the appropriate amount of the agency fee for the most recent twelve (12) month audit has been determined, the Employer agrees to deduct that amount from the pay of non-union employees for the twelve (12) months subsequent to the determination.

1.1.4.11 The Employer shall make the agency fee payment deductions for employees in the bargaining unit who do not submit an authorization form for Union dues deduction or pay the Union dues by another method identified by the Union.

1.1.4.12 The Employer shall make employee payroll deductions for agency fee payments upon notification to the non-dues-paying employee of the amount and reason for such payment.

1.1.4.13 All money deducted from wages for agency fee payments shall be remitted to the Union after the payday covering the pay period of deduction in the same manner as dues are remitted under Article 1.2.2. If any employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.

1.1.5 If, as a result of litigation, changes to this Article become necessary, the parties will meet to negotiate the issues.

## **1.2 Payroll Deduction**

1.2.1 Upon receipt of a signed authorized membership dues deduction card, the Employer shall deduct membership dues levied by the Union in accordance with the Union's constitution and by-laws. The Union shall designate in writing to the Employer's Central Payroll Office Manager the amount of the deduction. If the amount changes, the change shall be communicated in writing by the Union to the Employer. All deductions, including new deductions or changes in the amounts of the deductions, shall begin the first full pay period after the Employer receives the written notice of change. Deductions shall be made each bi-weekly pay period unless terminated in accordance with the provisions set forth herein.

1.2.2 The Employer's DFAS Central Payroll Office shall forward to the Union all dues withheld pursuant to valid authorization cards. The Union shall inform the Central Payroll office manager in writing where the dues should be sent. The transmission of the dues by the Employer to the Union shall take place no later than the end of the following pay period.



1 The transmission shall include a roster of the employees for whom the  
2 deductions have been made.

3  
4 1.2.3 An employee may authorize payroll deduction amounts in  
5 excess of the dues levied by the Union. The employee shall sign a  
6 separate authorization form in order to initiate this deduction.

7  
8 1.2.4 An employee may terminate dues deduction by submitting a  
9 written request for termination of the deduction during the first week of  
10 July to the Union President. The President shall forward the termination  
11 request to the DFAS Central Payroll Office within one (1) week after  
12 receipt of the termination notice. The deduction shall terminate the first full  
13 pay period after the Employer receives the termination request.

14  
15 1.2.5 The Employer shall terminate an employee's dues deduction if the  
16 employee leaves the bargaining unit for any reason. The deduction shall  
17 terminate the first full pay period after the employee leaves the bargaining  
18 unit. The Union shall receive notice of the termination on reports submitted  
19 by the Employer to the Union as required by this Agreement.

20  
21 1.2.6 The Union shall indemnify, defend and save the Employer  
22 harmless against any and all claims, demands, suits or other forms of  
23 liability that shall arise out of or as a result of any conduct taken by the  
24 Employer for the purpose of complying with this section.

### 25 26 **1.3 Union Rights**

27  
28 1.3.1 Neither party shall interfere with the internal operations of the other  
29 party. Employee conversations that do not interfere with the employees  
30 productivity and performance shall not be prohibited.

31  
32 1.3.2 The Union has the right to elect or appoint Union representatives  
33 and stewards in accordance with the Union's internal constitution and  
34 policies. Union representatives and stewards are recognized as Union  
35 leaders at worksites. Union representatives and stewards shall have  
36 reasonable access to the premises of the Employer after giving  
37 appropriate notice. Union representatives and/or stewards may only meet  
38 with employees during the employee's work time if the meeting is  
39 approved in advance by the employee's supervisor. Such visitations shall  
40 be for the purpose of administering this Agreement. Union representatives  
41 or stewards may request meetings as needed to prevent, clarify or resolve  
42 a problem.

43  
44 1.3.3 Union members will donate two (2) hours of accrued vacation time  
45 per fiscal year to a Union Business Leave Pool. Appropriate City leave  
46 forms must be submitted to the HR Director to utilize this leave.

1.3.4 Up to a maximum of four bargaining unit employees appointed to the Union negotiating team will be released from duty to participate in negotiation sessions scheduled by mutual agreement of the parties. The employees may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.5 One Union steward or Union officer assigned to represent bargaining unit employees in pre-determination meetings, grievance hearings, P.P.C. hearings, arbitration or other meetings with management will be released from duty. The employees may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.6 Union Officers will be released from duty to conduct their official Union business. The Union Officers may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.7 Properly labeled outside and inter-departmental mail addressed to employees shall be treated as confidential and shall not be opened by office personnel.

1.3.8 The Union shall be permitted to meet new employees at each new employee orientation meeting attended by bargaining unit employees. The Union may meet with the employees before and after the orientation meeting and during any break scheduled by the Employer. If the Union assigns an employee to represent the Union at an orientation meeting, the employee may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.9 Bulletin Board. The Employer shall provide the Union with an Employer bulletin board dedicated exclusively for Union use at each worksite to post Union approved material. The Union steward at the worksite and the worksite supervisor will jointly designate the space provided. The posted literature shall not include politically partisan material or any content that is personally derogatory.

#### **1.4 Employer Rights**

1.4.1 Subject to existing law, the City reserves the following rights:

1.4.1.1 To direct the work of its employees;

1.4.1.2 To hire, promote, evaluate, transfer and assign employees;

- 1.4.1.3 To demote, suspend, discharge or terminate employees for just cause;
- 1.4.1.4 To determine staffing requirements;
- 1.4.1.5 To maintain the efficiency of the City government in emergencies, and
- 1.4.1.6 To manage and to exercise judgment on all matters not specifically prohibited by this Article or by the Agreement.
- 1.4.1.7 Neither party shall interfere with the internal operations of the other party.

## **1.5 Labor Management Committee**

1.5.1 A Union-Employer Committee (UEC) shall be established. The UEC shall be composed of two (2) employees appointed by the Union and two (2) employees appointed by the Employer. The UEC shall normally meet during the employee workday on a monthly basis. Overtime shall not be paid to an employee for time spent on the UEC.

1.5.2 The parties agree to include in the meetings additional persons as the need for their attendance arises.

1.5.3 The UEC shall address the implementation of this Agreement and any other issue of concern to either party. The parties shall prepare and exchange agenda items at least three (3) work days in advance of the meeting, unless mutually agreed otherwise.

1.5.4 The UEC shall not be permitted or empowered to negotiate any provision that amends this Agreement or any provision that violates this Agreement.

## **1.6 Bargaining Unit Information, Accretion**

1.6.1 The Employer shall provide the Union at least once every three (3) months the following information in electronic format i.e., email, pdf, etc.:

- 1.6.1.1 Names, addresses and phone numbers of bargaining unit employees; the addresses and phone numbers shall be used in a manner consistent with the settlement agreement between the Union and the City that established the Union's right to the addresses and phone numbers;
- 1.6.1.2 Organizational code for each name and a key for each organizational code;
- 1.6.1.3 Date of hire for each employee;
- 1.6.1.4 M Series grade for each bargaining unit employee;

- 1 1.6.1.5 Current hourly rate for each employee;  
2 1.6.1.6 FLSA status for each employee, and  
3 1.6.1.7 The number of employees enrolled in the Employer's  
4 group insurance programs.  
5 1.6.2 The Employer's department representatives shall assist the Union  
6 with the identification of current employee worksites. The assistance shall  
7 be provided upon request from designated Union representatives.  
8 1.6.3 The information provided shall be kept confidential and shall be  
9 used for the purpose of administering the Agreement.

## 10 2. PAY PROVISIONS

### 11 2.1 Pay Schedule

12 2.1.1 The current rates of pay in effect on June 30, 2014 will be  
13 increased by 3.0% effective July 1, 2014 or upon settlement,  
14 ratification, and signature by the parties, whichever occurs later.  
15 There shall be no step increases during the term of this agreement.  
16

17 2.1.2 Employees in the E-pay plan through the grade of 14, except for  
18 the Human Resources employees, Information System employees,  
19 employees working in the Mayor's Office to include employees  
20 working for the CAO, employees working in the legal department,  
21 Executive Administrative Assistants, and employees working in the  
22 Payroll Department, City Clerk's Office, and Division of DFA shall,  
23 effective July 1, 2014, be considered members of this bargaining  
24 unit. The conditions identified on 2.1.1. above shall also apply to  
25 these positions. A separate pay schedule identified as the P. Pay  
26 Schedule shall be included in this agreement.  
27

28 Grade 15 positions will be reviewed position by position between  
29 the President of the M-Series and the Human Resources Director.  
30

31 Grade 16 and above will be removed from the bargaining unit.  
32

AFSCME Local 3022 - M-Series Pay Plan  
for FY/15 adjusted per 2.1.1 above.

Steps	1	2	3	4	5	6
Grade	Probation					
M11	12.59	13.62	14.80	16.32	17.97	19.82
M12	14.27	15.21	16.79	18.52	20.42	22.48
M13	16.13	17.48	19.28	21.25	23.43	25.81
M14	17.88	19.36	21.33	23.54	25.96	28.60
M15	19.71	21.32	23.53	25.93	28.60	31.50

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2  
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6

2.1.3 Police Communication Shift Supervisors Pay Plan. The 2.1.1 conditions above have been applied to this pay plan.

Steps	1	2	3	4
Grade	Probation			
M1	21.19	23.05	24.27	25.54
M1C	22.19	24.05	25.27	26.54

7  
8  
9  
10

2.1.3.1 M1C Employees with a valid Public Safety Telecommunicators Certification shall receive an additional \$1.00 for certification.

2.1.4 Grade 15 and Below Transitional Pay Plan

Steps	1	2	3	4	5	6	7	8	9	10	11
Grade	Probation										
P12	15.11	15.87	16.63	17.50	18.36	19.26	20.22	21.24	22.31	23.43	24.60
P13	17.35	18.18	19.12	20.06	21.09	22.10	23.22	24.39	25.11	26.36	27.67
P14	19.20	20.15	21.18	22.23	23.34	24.50	25.22	26.48	27.80	29.21	30.47
P15	21.17	22.22	23.32	24.49	25.21	26.47	27.79	29.20	30.46	32.01	33.59

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2.1.4.1 There shall be no step increases for the term of this agreement.

2.1.4.2 There shall be no longevity pay for Grade 14 and below.

**2.2 Longevity Pay**

2.2.1 Until negotiated and ratified otherwise the following shall be paid to eligible employees:

2.2.1.1 Each employee with five (5) continuous years' service with the Employer shall receive fifty-one dollars and fifty cents (\$51.50) each pay period.

2.2.1.2 Each employee with ten (10) continuous years' service with the Employer shall receive seventy-six dollars and fifty cents (\$76.50) each pay period.

2.2.1.3 Each employee with fifteen (15) continuous years' service with the Employer shall receive one hundred and one dollars and fifty cents (\$101.50) each pay period.

2.2.1.4 Each employee with twenty (20) or more continuous years of service with the Employer shall receive one hundred twenty-six dollars and fifty cents (\$126.50) each pay period.

## **2.3 Overtime**

2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work for City employees is generally discouraged; however when overtime is required for non-exempt employees, compensation must be in accordance with the Fair Labor Standards Act (FLSA) and the Agreement. Paid time will be considered hours worked for purposes of calculating overtime.

2.3.2 A non-exempt employee shall not work more than the regularly scheduled forty (40) hour workweek without prior approval of the department director or immediate supervisor as designated by the director. Working overtime without prior approval is considered just cause for disciplinary action up to and including termination.

2.3.3 Overtime payment may, by mutual agreement, be in the form of cash or compensatory time. Compensatory time is limited to a maximum accrual of sixty-four (64) hours. Accrued compensatory time shall be used before vacation.

2.3.4 Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior non-exempt employee is listed first.

2.3.5 If overtime is required in a division or section, the division manager or section head shall schedule overtime to non-exempt employees on the basis of seniority unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be most senior. Non-exempt employees shall be offered overtime work on a rotational basis from the class seniority list. The first employee on the list is offered overtime first. When an employee works the requested overtime, the employee shall be rotated to the bottom of the list. If an employee declines overtime, the subsequent employee on the list shall be offered the overtime until all employees on the list have been offered the overtime. If all non-exempt employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

1 3. INSURANCE COVERAGE and BENEFITS

2  
3 **3.1 Premium Costs**

4  
5 3.1.1 The City will pay 80% of the group health and dental  
6 insurance premium and the employee will pay 20% of the premium  
7 plans offered by the City.  
8

9 3.1.2 The Employer shall assume 100% of the group life insurance  
10 program.  
11

12 3.1.3 The employee shall assume 100% of the Optional  
13 Supplemental Life Insurance premium.  
14

15 **3.2 Insurance Programs**

16  
17 3.2.1 Group Life Insurance: Employees hired into classified positions  
18 working twenty (20) hours or more per week, receive life insurance  
19 protection effective the date of hire at no cost to the employee. The  
20 amount of protection is determined according to the employee's basic  
21 annual earnings. Protection will be adjusted annually, if necessary, to  
22 correspond to pay rate changes. Upon terminating the group life  
23 insurance will cease on the last day of employment. Upon retirement, an  
24 employee will continue to be covered by the Employer's plan at no cost to  
25 the employee. Coverage will be one-half of the coverage reflected on the  
26 most recent annual life insurance adjustment report immediately prior to  
27 retirement. Employees categorized as temporary, seasonal, student or  
28 part-time working less than twenty (20) hours per week are not eligible to  
29 participate in the Group Life Insurance programs.  
30

31 3.2.2 Supplemental Life Insurance: Employees working twenty (20) hours  
32 or more per week, their spouses and dependent children may participate  
33 in supplemental life insurance program offered by the City. Spouse,  
34 domestic partner and dependents are eligible to be included on the same  
35 date the employee becomes insured, within thirty-one (31) days of the  
36 date the employee acquires an eligible dependent, during the annual open  
37 enrollment period or upon a qualifying event. Other enrollments or  
38 changes may be made at any time, however, they are subject to approval  
39 by the insurance company underwriter. The total premium cost is the  
40 responsibility of the employee with no contribution by the Employer.  
41

42 3.2.2.1 Supplemental life insurance will continue through the end  
43 of the pay period in which the employee terminated. Conversion  
44 may be made to an individual policy when City employment ceases.  
45

1 3.2.2.2 Employees categorized as temporary, seasonal, student  
2 or part-time working less than twenty (20) hours per week are not  
3 eligible to participate in the Supplemental Life Insurance programs.  
4

5 3.2.3 Health and Dental Insurance: Employees in classified or  
6 unclassified positions working twenty (20) hours or more per week are  
7 eligible for health and dental insurance. Employees may enroll without a  
8 medical examination within thirty-one (31) days of the date on which  
9 employment begins or during the annual open enrollment period.  
10

11 3.2.3.1 Coverage begins on the first day of the pay period  
12 immediately following submittal of enrollment documents when  
13 enrollment forms are submitted within the thirty-one (31) day  
14 eligibility period but after the first day at work. If new hires elect to  
15 submit the enrollment forms before their first day of work, coverage  
16 may then begin on the first day of work. Spouse, domestic partner  
17 and dependents are eligible to be included on the same date the  
18 employee becomes insured, within thirty-one (31) days of the date  
19 the employee acquires an eligible dependent, during the annual  
20 open enrollment period or upon a qualifying event. All information  
21 recorded by the insured on the City enrollment form is subject to  
22 verification. The Employer and the employee share the cost of  
23 contributory premiums. The Employer retains the right to modify the  
24 plan of benefits or premium structure during annual renewal  
25 negotiations.  
26

27 3.2.3.2 Employees are required to notify the Employer's  
28 Insurance and Benefits Office of a divorce, legal separation or  
29 changes in status of a dependent child within thirty (30) days after  
30 the date of the event. Failure to provide notification will result in  
31 cancellation of benefit coverage for dependents.  
32

33 3.2.3.3 Under the Health Insurance Portability and Accountability  
34 Act (HIPPA) an employee may enroll within thirty-one (31) days of  
35 the date the employee marries or acquires a child through birth or  
36 adoption.  
37

38 3.2.3.4 Employees categorized as temporary, seasonal, student,  
39 intern, or part-time working less than twenty (20) hours per week  
40 are not eligible to participate in the Group health or dental  
41 Insurance programs.  
42

43 3.2.4 Reinstated Employees: Employees reinstated, as the result of an  
44 administrative or judicial action must contact the Employer's Insurance &  
45 Benefits Office within thirty-one (31) days of reinstatement to arrange for  
46 health care benefits if there was participation prior to cancellation of



benefits. Documentation authorizing the reinstatement must be provided to the Employer's Insurance & Benefits Office at the time of enrollment.

3.2.5 Loss of Non-City Sponsored Health Care Coverage: Employees working twenty (20) hours or more per week and/or eligible dependents covered under a non-Employer sponsored health care plan that is terminated through no fault of the insured may enroll under a Employer health care plan within thirty-one (31) days of termination of prior coverage. Employees must submit proof of prior coverage and proof of termination of coverage.

3.2.6 Payment of Insurance During Leave Without Pay: Employees in an unpaid status for one (1) full pay period or longer must make arrangements for direct payment of contributory insurance benefits. Failure by employees to make direct payments will result in cancellation of optional contributory insurance coverage. Employees will not be allowed to re-enroll until the next open enrollment period.

### **3.3 Continuation of Health Insurance**

3.3.1 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 provides for the continuation of health care coverage for a covered employee and covered dependents due to a qualifying event that causes loss of health coverage.

3.3.2 To be eligible for COBRA coverage, the qualified beneficiary must be enrolled in the Employer's group health plan on the day before the qualifying event takes place, or a child is born to or placed for adoption with a covered employee during the COBRA coverage period.

3.3.3 A qualifying event is defined as termination of employment (other than for gross misconduct) or reduction in hours of employment; death of a covered employee, a divorce or legal separation of a spouse from a covered employee; entitlement to Medicare of a covered employee; the child no longer satisfies the plan's definition of a dependent child.

3.3.4 COBRA continuation coverage may be available for eighteen (18) months in the event of termination or thirty six (36) months in the event of death, divorce/legal separation, and entitlement to Medicare or loss in dependent status.

3.3.5 The covered employee or dependent is required to notify the Employer's Human Resources Department, Insurance and Benefits Office of a divorce, legal separation, or change in the status of a dependent child within sixty (60) days after the date of the event. If notification is not

received within this time period, COBRA continuation coverage will not be provided.

3.3.6 If at any time during the term of this Agreement a “request for proposal” (RFP) is issued that may result in changes to medical, dental or vision insurance coverage, AFSCME Council 18 New Mexico will appoint a Union Representative to participate on the committee recommending the provider(s).

#### 4. RETIREMENT PLAN

##### **4.1 NM Public Employees Retirement Association (P.E.R.A.)**

4.1.1. The City will continue to provide P.E.R.A. Municipal General Member Coverage Plan 3 to all employees. Effective the first full pay period in July 2013 the City will pay 10.99% of the employees’ statutory contribution rate of 14.65%.

#### 5. VACATION LEAVE

##### **5.1 Vacation Leave**

5.1.1 Vacation leave will accrue on a bi-weekly basis from the date of current employment. No vacation leave may be granted before it is accrued. Vacation leave will accrue through December 31 each year and the excess of seventy-eight (78) bi-weekly accruals will be dropped from the record at the end of the pay period containing December 31 unless the employee is in Early Retirement or has an effective retirement date of 1/1 of the following year. An employee separating from the Employer’s employment will be compensated for the balance of their unused vacation computed to the date of separation. When a legal holiday, which would have been a regular workday for the employee, occurs during vacation, it shall not be charged as vacation leave but as a holiday.

5.1.2 In the event an employee exhausts their paid vacation leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period. Part-time employees working twenty (20) hours or more per week will receive vacation leave on a prorated basis. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for vacation leave.

5.1.3 Scheduling Vacation Leave: Vacation leave requests will normally be submitted at least twenty-four (24) hours in advance of the time that is requested. All requests are subject to the approval of management and

the employees are required to ensure approval prior to being absent from work

## **5.2 Vacation Leave Accrual Rates**

<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Maximum Accrual per Year</b>
0 to 4 years	40 hours	3.85 hours	100 hours
5 to 9 years	40 hours	4.62 hours	120 hours
10 to 14 years	40 hours	5.54 hours	144 hours
15 years & more	40 hours	6.16 hours	160 hours

## **6. SICK/ ILLNESS LEAVE**

### **6.1 Sick Leave**

6.1.1 Employees working a forty (40) hour work-week shall accrue sick leave at the rate of 3.70 hours bi-weekly up to a maximum of 1,200 hours. No sick leave may be granted before it is accrued.

6.1.2 In the event an employee exhausts their paid sick leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period.

6.1.3 Provided the employee has an accrued sick leave balance, sick leave may be granted for absence from duty because of personal illness, illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the Personnel Rules and Regulations. Personal illness is defined to include scheduled doctor's appointments for health examination, evaluation and/or treatment. Doctor's appointments may require documentation. Hours worked in addition to the regularly scheduled workweek will not entitle the employee to additional sick leave benefits.

6.1.4 Part-time employees working twenty (20) hours or more per work-week will receive sick leave on a prorated basis. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for sick leave.

6.1.5 Certification of Sick Leave: Employees absent from work where such absence is chargeable to sick leave, may be required to provide their supervisor with a doctor's statement certifying the absence from work was due to illness or injury and the employee is now able to perform the essential functions of the job. Any employee taking sick leave shall, upon

1 returning to work, complete a Request for Leave form (P-30), indicating  
2 the type of sick leave claimed and the dates of absence.

3  
4 6.1.5.1 Employees who make a false claim for sick leave, sign a  
5 certificate/statement containing a false statement, refuse to be  
6 examined by a doctor selected by the Employer, or fails to  
7 cooperate in any investigation by the Employer of their claim for  
8 sick leave shall not be entitled to any leave with pay for the time in  
9 dispute. Such actions are considered just cause for disciplinary  
10 action up to and including termination.

11  
12 6.1.6 Sick Leave Clearance: Employees returning after five (5) or more  
13 consecutive workdays of sick leave must submit to the Human Resources  
14 Department a release from their personal physician. The Human  
15 Resources Department will then refer the employee to the Employee  
16 Health Clinic for a return to work clearance and certification that the  
17 employee is able to perform the essential functions of the job. However,  
18 nothing will prohibit a supervisor from requesting a sick leave clearance  
19 from employees returning from a period of less than five (5) consecutive  
20 workdays of sick leave.

## 21 22 **6.2 Sick Leave Conversion**

23  
24 6.2.1 The maximum sick leave accumulation for classified employees will  
25 be 1,200 hours for a forty (40) hour work-week or a prorated amount for a  
26 regular workweek other than forty (40) hours unless otherwise specified by  
27 this Agreement.

28  
29 6.2.2 Employees who have reached the specified accumulation levels  
30 listed below may exercise one of the available options. The option to  
31 convert sick leave will be offered only in November of each year.  
32 Employees electing to not convert sick leave will continue to accrue sick  
33 leave up to the maximum of 1200 hours.

34  
35 6.2.3 The following conversion formula will be used to convert  
36 accumulated sick leave unless otherwise specified in a collective  
37 bargaining agreement:

38  
39 6.2.3.1 Sick leave accumulation over 500 hours may be converted  
40 at:

41 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of  
42 vacation, or

43 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash  
44 payment.

45  
46 6.2.3.2 Sick leave accumulation over 850 hours may be converted

1 at:

2 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of  
3 vacation, or

4 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash  
5 payment.  
6

7 6.2.3.3 Sick leave accumulation over 1,200 hours must be converted  
8 at:

9 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of  
10 vacation, or

11 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash  
12 payment.  
13

#### 14 6.2.4 Sick Leave Conversion at Retirement

15  
16 6.2.4.1 An employee may convert 100% of accumulated sick  
17 leave to be applied to early retirement leave immediately prior to  
18 the effective date of retirement. Refer to Section 403.10 of the  
19 Personnel Rules and Regulations.  
20

21 6.2.4.2 Employees may convert 100% of both sick and vacation  
22 leave accumulation to cash payment at the time of retirement.  
23

#### 24 6.2.5 Sick Leave Conversion at Termination

25  
26 6.2.5.1 An employee who has an accumulation of sick leave of  
27 between 500 hours and the maximum accrual will, upon termination  
28 of employment, be allowed to convert accumulated sick leave in  
29 excess of 500 hours on the basis of three (3) hours of sick leave to  
30 one (1) hour of cash payment. This applies regardless of the option  
31 the employee selects in November of each year.  
32

33 6.2.5.2 This benefit does not apply to employees terminated for  
34 cause. Employees terminated for cause will not be allowed to  
35 convert their accrued sick leave to cash payment.  
36

### 37 6.3 Sick Leave Death Benefit

38  
39 6.3.1 Upon the death of a City employee, the City will pay cash to the  
40 designated beneficiary (as identified in the City's life insurance policy) for  
41 sick leave accrued by the employee. The employee must be in an  
42 employment status that authorizes the accrual of sick leave benefits.  
43

### 44 6.4 Donation of Sick/ Vacation Leave

45

1 6.4.1 Donation of sick/vacation leave is designed to assist employees  
2 with a minimum of two (2) years continuous service who have exhausted  
3 all accrued leave and who have no other paid leave options available.  
4 This leave may be granted only in the event of a long-term catastrophic or  
5 life-threatening illness or injury to the employee, the employee's spouse,  
6 domestic partner, child or parent. Only an employee whose exceptional  
7 performance has been established shall be eligible to request leave  
8 donations under this program.

9  
10 6.4.2 Eligibility for Donated Leave: Employees with a minimum of two (2)  
11 years service are eligible to request donated leave. To request donated  
12 leave, an employee must have exhausted all accrued leave and have no  
13 other paid leave options available.

14  
15 6.4.3 Leave donations will be granted only in case of a long-term  
16 catastrophic or life threatening illness or injury to the employee, the  
17 employee's spouse, domestic partner, child or parent.

18  
19 6.4.4 An employee must not have received donated leave, injury time or  
20 hardship leave in the twelve (12) months preceding the request.

21  
22 6.4.5 A joint Sick Leave Donation Task Force composed of two (2) Union  
23 appointees and two (2) City employees appointed by the Employer shall  
24 review requests and submit decisions to the Employer's Human  
25 Resources Director for implementation.

26  
27 6.4.6 Procedure for Donated Leave:

28  
29 6.4.6.1 An eligible employee may request a donation of leave by  
30 submitting an application to the department director which shall  
31 include the following:

32  
33 6.4.6.1.1 The name, Social Security number and rate of pay  
34 of the proposed leave recipient;

35  
36 6.4.6.1.2 A description of the long-term catastrophic or life  
37 threatening illness which has prompted the request for  
38 donation of sick/vacation leave to include a medical  
39 statement including the diagnosis, prognosis, required  
40 treatment and anticipated return to work date;

41  
42 6.4.6.1.3 The anticipated amount of donated leave the  
43 recipient will require; and  
44

1 6.4.6.1.4 Any other information, which may be required by  
2 the department director or the Task Force to make a  
3 determination regarding the request.  
4

5 6.4.6.2 The department director will review the request and  
6 determine whether the requesting employee meets the eligibility  
7 criteria. The department director will submit the application for  
8 leave donation to the Task Force for approval.  
9

10 6.4.6.3 The Task Force will review the request and ensure the  
11 request is supported with a medical determination regarding the  
12 long-term catastrophic or life-threatening situation. If approved,  
13 leave donations will first be solicited for a period of two (2) weeks  
14 within the department of the affected employee.  
15

16 6.4.6.4 If insufficient leave is donated within the employee's  
17 department, the department director and/or the Task Force will  
18 request the Human Resources Department to recommend to the  
19 Chief Administrative Officer that donations be solicited citywide. If  
20 approved by the Chief Administrative Officer, leave donations may  
21 be solicited from other departments for a period of two (2) weeks.  
22

23 6.4.6.5 The department director will coordinate, with the Payroll  
24 Section of the Department of Finance and Administrative Services,  
25 the transfer of donated hours provided that employees donating  
26 vacation have a sufficient number of accrued hours at the time of  
27 transfer. Donated sick leave will be converted in accordance with  
28 the sick leave conversion formula provided for in Section 401.4 C of  
29 the regulations before transferring hours to the recipient.  
30

#### 31 6.4.7 Conditions of Donated Leave 32

33 6.4.7.1 Donated leave will be converted to a dollar value and then  
34 converted to hours based on the recipient's hourly rate.  
35

36 6.4.7.2 Donated leave must be charged to FMLA leave if the  
37 recipient has not exhausted the twelve (12) weeks FMLA  
38 entitlement.  
39

40 6.4.7.3 Donated leave may be requested only one (1) time during  
41 a twelve (12) month period.  
42

43 6.4.7.4 Recipients of donated leave are responsible for notifying  
44 their department director and the Employer Payroll Section of any  
45 change in status requiring the termination of donated leave status.  
46

1 6.4.7.5 The leave recipient will not accrue vacation or sick leave  
2 while on donated leave status.

3  
4 6.4.7.6 No new enrollments or increases will be allowed to a  
5 deferred compensation account while an employee is on donated  
6 leave.

7  
8 6.4.7.7 Once an employee returns to work from donated leave,  
9 either full time or part-time, all remaining donated hours will be  
10 reinstated to the donating employee(s) on a pro-rated basis.

11  
12 6.4.7.8 Departments are responsible for ensuring that all relevant  
13 auditing and accounting procedures are followed.

14  
15 6.4.7.9 Provisions regarding the confidentiality of medical records  
16 and information shall govern. Posted solicitation for donated leave  
17 will ensure the privacy of medical information. Disclosure of such  
18 information may be made only with the express written consent of  
19 the affected employee.

20  
21 6.4.7.10 Donated leave will not be granted as an extension of  
22 leave without pay of more than two (2) weeks, injury time or  
23 hardship leave. Donation of sick/vacation leave is strictly voluntary.  
24 Denial of a request to solicit donated leave may not be grieved.

## 25 26 **6.5 Bereavement Leave**

27  
28 6.5.1 A maximum of three (3) days sick leave may be used in case of  
29 death in the employee, spouse, or domestic partner's immediate family.  
30 An additional day may be granted for every 500 miles travel one-way from  
31 Albuquerque required to attend funeral services. Leave will be charged to  
32 sick emergency and proof of death may be required. For purpose of this  
33 section, immediate family is defined as spouse, child, stepchild, parent,  
34 stepparent, mother-in-law, father-in-law, brother, sister, grandparent,  
35 grandchild or any individual for whom the employee is a court appointed  
36 legal guardian. It also includes a domestic partner and the child,  
37 stepchild, parent, stepparent, brother, sister, grandparent or grandchild of  
38 the domestic partner.

## 39 40 **6.6 Family and Medical Leave Act (FMLA)**

41  
42 6.6.1 FMLA shall be administered in accordance with the Act. The City  
43 Personnel Rules & Regulations regarding FMLA, where not in conflict,  
44 shall apply.



## 7. RECOGNIZED HOLIDAYS

### 7.1 Paid Holidays

7.1.1 Employees shall be granted ten (10) paid holidays each year. The Chief Administrative Officer shall announce annually the paid holidays for employees. An employee must be in a paid status for the full workday immediately before and full workday immediately after the holiday in order to be paid for the holiday.

7.1.2 With the written approval of the department director or designee, an employee shall be allowed to take a paid holiday as a floating paid holiday within one (1) calendar year after the holiday.

7.1.3 If a paid holiday falls on a Saturday or an employee's first day off, the paid holiday will be observed on the previous Friday or the previous workday. If a paid holiday falls on a Sunday or an employee's last day off, the paid holiday will be observed on the last workday or the next workday as determined by the employee's immediate supervisor after consulting with the employee.

### 7.2 Holiday Pay

7.2.1 Non-exempt employees who are required to work on an observed holiday shall be compensated for a normal work shift at straight time plus time and one half for all hours actually worked on the holiday plus any differential pay if applicable.

7.2.1.1 An exempt employee shall only be required to work on a designated holiday if the employee's supervisor determines that the employee's work on the holiday is a work necessity.

## 8. MILITARY LEAVE

### 8.1 Members of Organized Reserve Units

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service.

1           8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work  
2 days of paid military leave per calendar year if the employee is mobilized  
3 to active duty by the President of the United States in support of  
4 operations overseas, in defense of our nation, or in response to national  
5 disasters, or in response to an emergency declared by the Governor of  
6 New Mexico. This additional leave may be used for pre-deployment  
7 training or active duty service.  
8

9           8.1.2 The maximum paid military leave is 240 hours per calendar year for  
10 employees, who are members of organized reserve units, regardless of  
11 the purpose for which that paid military leave is used.  
12

13           8.1.3 Employees whose military commitment requires leave time in  
14 excess of that granted above may elect to: (1) be placed into unpaid  
15 military leave of absence status; or (2) to use accrued vacation leave, in  
16 whole or in part, during their period of military leave. When an employee  
17 has used all available paid military leave and paid vacation leave, that  
18 employee will be placed into unpaid military leave of absence status for  
19 the balance of their military leave period.  
20

## 21           **8.2 Vacation and Sick Leave Accruals While in Military Active Duty** 22           **Status** 23

24           8.2.1 Employees mobilized to active duty by the President of the United  
25 States on or after September 12, 2001 in support of operations overseas,  
26 in defense of our nation, or in response to national disasters will continue  
27 to accrue vacation and sick leave at the same accrual rate as if the  
28 employee was not on active military duty during all periods of active  
29 military duty, regardless of whether the military leave of absence is paid or  
30 unpaid.  
31

32           8.2.2 This accrual shall continue while the employee is in active military  
33 duty status and until the employee returns to City employment, or until the  
34 employee notifies the City of their resignation from City employment or  
35 their intention not to return to City employment at the end of their active  
36 military duty, whichever date is earlier.  
37

38           8.2.3 Any vacation or sick leave accrual allowed to an employee in  
39 active military duty status between September 12, 2001 and October 1,  
40 2004 may not be converted to cash upon the completion of that person's  
41 City employment.  
42

## 43           **8.3 Health Insurance Benefits While in Military Active Duty Status** 44

45           8.3.1 For employees mobilized to active duty by the President of the  
46 United States on or after September 12, 2001 in support of operations

1 overseas, in defense of our nation, or in response to national disasters,  
2 the City shall continue to pay the employer portion of health insurance  
3 premiums for that employee to the same extent as if that employee were  
4 not on active military duty status.

5  
6 8.3.2 The employee in active military duty status must continue to make  
7 timely payment of the employee portion of health insurance premiums to  
8 the same extent as if that employee were not on active military duty  
9 status. Failure to do so will result in termination of health insurance  
10 coverage. It is the obligation of the employee on active military duty status  
11 to notify the Insurance & Benefits Division of the Human Resources  
12 Department on how the payments will be made.

13  
14 8.3.3 Provided the employee is and remains current on all required  
15 employee contributions to health insurance premiums, the City shall  
16 continue to pay the employer portion of health insurance premiums while  
17 the employee is in active military duty status and until the employee  
18 returns to City employment, or until the employee notifies the City of their  
19 resignation from City employment or their intention not to return to City  
20 employment at the end of their active military duty, whichever date is  
21 earlier.

#### 22 **8.4 Members of Unorganized Reserve Units**

23  
24  
25 8.4.1 Employees who are members of unorganized reserve components,  
26 as sanctioned by the State of New Mexico, or the Federal government, are  
27 granted:

28  
29 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid  
30 military leave per calendar year. This leave is for the purpose of  
31 attending organized courses of instruction or training;

32  
33 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid  
34 military leave per calendar year if the employee is mobilized to  
35 active duty by the President of the United States in support of  
36 operations overseas, in defense of our nation, or in response to  
37 national disasters, or in response to an emergency declared by the  
38 Governor of New Mexico. This leave may be used only for active  
39 duty service.

40  
41 8.4.2 The maximum paid military leave is 240 hours per calendar year  
42 for employees who are members of unorganized reserve units, regardless  
43 of the purpose for which that paid military leave is used.

44  
45 8.4.3 Employees whose military commitment requires leave time in  
46 excess of that granted above may elect to: (1) be placed into unpaid

1 military leave of absence status; or (2) to use accrued vacation leave, in  
2 whole or in part, during their period of military leave. When an employee  
3 has used all available paid military leave and paid vacation leave, that  
4 employee will be placed into unpaid military leave of absence status for  
5 the balance of their military leave period.  
6

## 7 **8.5 General Provisions**

8

9 8.5.1 In no case shall the hours of paid military leave in a calendar year  
10 exceed the maximum number of hours provided above, even though the  
11 maximum number of hours is calculated by reference to "work days".  
12

13 8.5.2 All military leave pay is paid at the employee's straight-time rate of  
14 pay.  
15

16 8.5.3 Employees working on a part-time basis will be granted paid  
17 military leave on a prorated basis.  
18

## 19 **8.6 Transition Provision**

20

21 8.6.1 Any employee who has received paid military leave prior to  
22 October 1, 2007 in excess of the maximum amount allowable in any  
23 calendar year under the terms of this Agreement shall not be required to  
24 reimburse the City for the excess.  
25

## 26 **9. OTHER LEAVE WITH PAY**

27

### 28 **9.1 Requests for Paid Leave**

29

30 9.1.1 Requests for paid leave will be submitted for approval on the  
31 Request for Leave of Absence Form (P-30). Requests shall include any  
32 necessary documentation. If an employee is absent from duty without prior  
33 authorization, the employee shall notify the employee's immediate  
34 supervisor and explain the circumstances of the absence no later than one  
35 (1) hour after the regular scheduled time to report to duty or as required by  
36 the department. The proper forms shall be completed as soon as possible  
37 upon return to work.  
38

### 39 **9.2 Birthday Leave**

40

41 9.2.1 Leave with pay on an employee's birthday is authorized for any  
42 employee who is in a pay status. The number of hours of authorized  
43 birthday leave will be based on the employee's current approved work  
44 schedule at the time the employee takes the leave. If the employee's  
45 birthday falls on a normal day off, or at the employee's discretion, the

employee may request an alternate day off. This alternate day must be approved at least twenty-four (24) hours in advance and must be taken within the calendar year.

### **9.3 Blood Donation Leave**

9.3.1 An employee donating blood during an organized Employer sponsored blood drive will receive two (2) hours leave with pay for donating blood. Employees shall be required to obtain prior approval from their immediate supervisor for the leave through the submittal of a Request for Leave of Absence form (P-30) accompanied by the donation certificate.

### **9.4 Managerial Leave**

9.4.1 Employees who are exempt under Fair Labor Standards Act (FLSA) shall be required to perform certain functions regardless how many hours are required to complete assigned tasks. Departments shall use flexible work schedules, when appropriate, to assist these employees. However, unusual circumstances may occur when an extra demand is placed on an employee that requires work involving a substantial number of hours that cannot be accommodated through flexible work schedules.

9.4.2 When these unusual circumstances occur, a FLSA exempt employee who is required to perform this work in addition to or outside the employee's regular work schedule shall be eligible for paid managerial leave if approved by the department director. Regular scheduled meetings or assignments outside of the regular workday, shall be considered as justification for managerial leave.

9.4.3 Managerial leave must be used within one (1) calendar year of the award or the balance will be dropped from the employee's leave record.

9.4.4 Each City Department shall prepare a Managerial Leave Policy for exempt employees and submit the policy to the City's Chief Administrative Officer (CAO) for approval. Upon request, Union stewards in each department shall be permitted to consult with the department director or the director's designee concerning the contents of the policy prior to submission of the policy by the department to the CAO. The City's Human Resources Department shall assist the departments in the development of the policies.

### **9.5 Administrative Leave**

9.5.1 Chief Administrative Officer approval must be obtained prior to placing an employee on administrative leave.

1  
2 9.5.2 Administrative leave with pay may be authorized for a loaned  
3 executive. A written request for a loaned executive must be submitted to  
4 the Chief Administrative Officer, which includes the period of time, direct  
5 benefit to the Employer, and the specialty or expertise requested. The  
6 Employer will negotiate the terms and conditions of the loaned executive  
7 including salaries, benefits and operating expenses.  
8

9 9.5.3 Requests for a loaned executive will be for a period not to exceed  
10 six (6) months, however the Chief Administrative Officer may extend the  
11 term under exceptional circumstances. The loaned executive will prepare  
12 and submit a report of accomplishment to the Chief Administrative Officer  
13 and department director upon completion of the assignment.  
14

15 9.5.4 Administrative leave with pay may be authorized by the Chief  
16 Administrative Officer for services or activities of employees outside the  
17 scope of their employment, which can reasonably be anticipated, directly  
18 or indirectly, to benefit the Employer. Such leave will not exceed eighty  
19 (80) hours.  
20

21 9.5.5 An employee may be placed in administrative leave status during  
22 the period of an investigation. Such leave may be given with or without  
23 pay for good and sufficient reason that the Chief Administrative Officer  
24 considers to be in the best interest of the Employer's service.  
25 Administrative leave during an investigation shall be limited to thirty (30)  
26 workdays. Administrative leave in excess of fifteen (15) workdays shall  
27 require approval by a committee composed of the Director of the Human  
28 Resources Department and the City Attorney or their designees. During  
29 this period of time, the Chief Administrative Officer may assign the  
30 employee duties and responsibilities that are of benefit to the Employer.  
31

## 32 **9.6 Hardship Leave**

33

34 9.6.1 Department directors shall submit requests for hardship leave to  
35 the Human Resources Department on behalf of their employees. The  
36 Director of Human Resources will forward the request to the Chief  
37 Administrative Officer with a recommendation regarding approval. Leave  
38 with pay may be granted for a period not to exceed six (6) calendar  
39 months to classified employees having at least five (5) years of continuous  
40 service and twelve (12) calendar months to classified employees having at  
41 least ten (10) years continuous service upon demonstration of extreme  
42 hardship due to a life threatening personal injury or sickness of the  
43 employee. Part-time employees working twenty (20) hours or more will  
44 receive benefits on a prorated basis. Employees on hardship leave status  
45 will not accrue sick and vacation leave.  
46

1 9.6.2 This leave may be granted only after all other paid leave has been  
2 exhausted and only if the employee is not eligible for disability or  
3 retirement benefits under PERA or Social Security. The employee must  
4 provide written documentation from PERA or the Social Security  
5 Administration documenting the denial of benefits. Hardship leave must  
6 be reported as FMLA unless the twelve (12) week entitlement has already  
7 been exhausted. The period of hardship leave ends when the employee  
8 returns to work either full time or part-time. Any additional requests for  
9 hardship leave must be submitted as a new request. Hardship leave may  
10 not be granted as an extension of donated leave. Only an employee  
11 whose exceptional performance has been certified by the department  
12 director is eligible for this leave.

13  
14 9.6.3 Denial of a request for hardship leave may not be grieved.

## 15 16 **9.7 Jury Duty**

17  
18 9.7.1 Employees who are called to serve on jury duty during normal work  
19 hours shall be paid at their regular pay for the time served as a juror.  
20 Employees shall reimburse the Employer for all compensation received for  
21 such service performed during normal work hours. Employees are  
22 responsible for notifying their supervisor of jury duty as soon as possible.  
23 Supervisors should adjust the employee's work schedule to Monday  
24 through Friday, 8:00 am to 5:00 pm, to accommodate the required jury  
25 duty.

## 26 27 **9.8 Physical Examinations**

28  
29 9.8.1 Each employee may utilize one-half (1/2) day paid leave per year  
30 for the purpose of undergoing a physical examination. The leave shall not  
31 be deducted from the employee's accumulated paid leave. Medical  
32 documentation by the employee will be required.

## 33 34 **9.9 Leave to Vote**

35  
36 9.9.1 Employees will be granted leave to vote in accordance with New  
37 Mexico law. Department directors should schedule time taken to vote so  
38 that offices remain open during normal working hours and the work of the  
39 department is affected as little as possible. Departments will not grant time  
40 off with pay to any employee whose normal workday begins more than  
41 two (2) hours after the opening of the polls, or ends more than three (3)  
42 hours prior to the closing of the polls. Time taken off for voting can be  
43 used for no other purpose.  
44

1 9.9.2 Department directors must grant this time off for voting if requested  
2 by employees registered to vote. Proof of registration and eligibility may  
3 be required.

4  
5 9.9.3 Abuse of this time is considered just cause for disciplinary action up  
6 to and including termination.

## 7 8 **9.10 Definition for Leaves of Absence**

9  
10 9.10.1 For the purposes of this Article, workday is defined as an eight (8)  
11 hour day for those employees whose normal weekly work schedule  
12 consists of five (5) eight (8) hour days or a ten (10) hour day for those  
13 employees whose normal weekly work schedule consists of four (4) ten  
14 (10) hour days. In the case of conflict with language from the Employer's  
15 Personnel Rules and Regulations regarding this provision, the language of  
16 this subsection will govern.

## 17 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

### 18 19 **10.1 Absence Without Authorized Leave**

20  
21 10.1.1 An employee who is absent from work without prior approval  
22 may be approved for emergency vacation leave by management.

### 23 24 **10.2 Leave Without Pay**

25  
26 10.2.1 An employee may be granted leave without pay under certain  
27 conditions. Requests for leave without pay of up to two (2) calendar  
28 weeks may be approved by the Department Director. Requests for more  
29 than two (2) calendar weeks but not exceeding twelve (12) months are  
30 subject to the approval of the Chief Administrative Officer.

31  
32 10.2.2 Employees may be granted leave without pay due to sickness  
33 or disability when certified by a qualified doctor of medicine, to attend  
34 school when it is clearly demonstrated the subject matter is directly job  
35 related, for additional vacation time or for good and sufficient reason which  
36 the Chief Administrative Officer considers to be in the best interest of the  
37 City.

38  
39 10.2.3 Except under unusual circumstances, voluntary separation to  
40 accept employment outside the City service shall be considered  
41 insufficient reason for granting leave without pay. Employees may not be  
42 granted leave without pay as an extension of physical layoff.

43  
44 10.2.4 Employees must exhaust all accrued vacation and other paid  
45 leave, with the exception of sick leave prior to receiving approval for leave



1 without pay. If the request for leave without pay is related to a health or  
2 medical condition then all accrued sick leave must also be exhausted prior  
3 to receiving approval for leave without pay.  
4

5 10.2.5 Positions will not be held open for employees that are granted  
6 leave without pay for more than thirty (30) days. It will be the employee's  
7 responsibility to contact the Human Resources Department no later than  
8 thirty (30) days prior to the end of the leave without pay period in order to  
9 allow sufficient time to locate an equal or lower position, if possible.  
10

11 10.2.6 The Human Resources Department will attempt to locate a  
12 position of equal or lower grade or comparable pay to the employee's  
13 previous position.  
14

15 10.2.7 Employees on leave without pay for eight (8) hours or more per  
16 pay period will not accrue sick or vacation leave or any other benefits.  
17 Employees must directly pay full contributory benefits when in an unpaid  
18 status for one (1) full pay period. Leave without pay will not count as  
19 service credit for PERA retirement purposes.  
20

21 10.2.8 An employee who refuses to accept an offer of placement into a  
22 position of the same grade or comparable pay will be terminated.  
23

### 24 **10.3 Leave of Absence**

25

26 10.3.1 Employees may be granted an unpaid leave of absence of up to  
27 six (6) months under certain conditions. To be eligible for this benefit, an  
28 employee must have twelve (12) months of continuous uninterrupted  
29 active employment immediately prior to the effective date of the leave of  
30 absence. A leave of absence under this section will not be granted for  
31 FMLA qualifying absences. The Chief Administrative Officer must approve  
32 requests for a leave of absence for thirty (30) calendar days or more but  
33 not exceeding six (6) months. The position of an employee on an  
34 approved leave of absence will be held for the employee until the  
35 employee's return to work. Vacation and sick leave balances will be held  
36 for the employee and will not be cashed out before or during the leave of  
37 absence. Employees will not accrue additional sick leave or vacation  
38 leave, or any other benefits while on a leave of absence. Employees must  
39 pay contributory benefits directly when in an unpaid status. Employees  
40 may not withdraw PERA contributions while on a leave of absence.  
41

42 10.3.2 A leave of absence will only be granted if the department director  
43 certifies the department can continue to provide the required services  
44 during the employee's absence. Vacation, sick, donated leave or hardship  
45 leave may not be used to extend a leave of absence.  
46

1 10.3.3 Failure to return to work after an approved leave of absence will  
2 result in termination. A leave of absence will not count as service credit  
3 for PERA retirement purposes.  
4

## 5 11. WORK WEEK

### 6 7 **11.1 FLSA Non-Exempt Employees**

8  
9 11.1.1 An FLSA non-exempt employee shall have a workweek of forty  
10 (40) hours per week, eight (8) hours or ten (10) hours per day.  
11

### 12 **11.2 FLSA Exempt Employees**

13  
14 11.2.1 Although a FLSA exempt employee may have a regularly  
15 scheduled forty (40) hour work-week, a FLSA exempt employee shall not  
16 have any entitlement to additional compensation or paid leave other than  
17 those set forth in this Agreement.  
18

### 19 **11.3 Other Work Week Provisions**

20  
21 11.3.1 An employee's daily work shift shall not be split into two (2) or  
22 more segments. An employee who experiences a permanent change in  
23 the employee's work hours shall receive a fourteen (14) day notice of the  
24 change. However, this requirement shall not apply if the employee's  
25 department experiences an emergency. For the purposes of this  
26 provision, an "emergency" shall be defined as an unforeseen event  
27 beyond the control of the City.  
28

## 29 12. WORK HOURS

### 30 31 **12.1 Flex Time**

32  
33 12.1.1 An employee may submit a request for a flex work schedule to  
34 the employee's immediate supervisor. The request shall be in writing and  
35 shall indicate the schedule requested.  
36

37 12.1.2 The request shall be subject to approval by the employee's  
38 immediate supervisor. The immediate supervisor's decision to approve or  
39 deny the request shall be based on the business needs of the operations  
40 as well as the employee's needs. If multiple employees within the same  
41 work unit request flex-time schedules, the criteria set forth herein shall be  
42 used by the immediate supervisor to determine whether or not to approve  
43 any or all of the requests. Where all other factors are equal, the

determining factor shall be class seniority within the work unit or within division where sections do not exist.

12.1.3 The immediate supervisor shall respond to flex-time schedule requests with an explanation in a timely manner.

12.1.4 Flex schedules for employees who are eligible for overtime pay shall not exceed forty (40) hours during a workweek.

12.1.5 Flex-time schedules in existence at the time this Agreement is executed shall be considered in accordance with the provisions set forth herein.

## **12.2 Stand-By Time**

12.2.1 The Employer's current policies on standby time compensation shall continue in effect for bargaining unit employees to whom the policies apply.

## **13. WORK ASSIGNMENTS**

### **13.1 Working Outside Classification**

13.1.1 Under normal circumstances, an employee will not be required to perform duties outside the employee's classification as a regular assignment. However, in unusual or extenuating circumstances, an employee may be required to assume responsibilities outside the employee's classification. In which case, Section 20.2 Temporary Upgrade shall apply.

### **13.2 Light Duty/ Modified Work Assignments**

13.2.1 Light duty/modified work assignments are provided for employees who have suffered on-the-job injuries or illness.

13.2.2 If an employee suffers a work-related injury or illness and the Employee Health Clinic determines that the employee is unable to perform all of the essential functions of the employee's job due to the employee's work-related injury or illness, the employee shall participate in the light duty/modified work program as directed by the Risk Management and Human Resources Directors or designees.

1 13.2.3 Any modified/light duty work assignments will comply with  
2 applicable federal, state and local laws and regulations, including, but not  
3 limited to, the Americans with Disabilities Act, the Family and Medical  
4 Leave Act and the State of New Mexico Workers' Compensation Act.

5  
6 13.2.4 An employee who returns to work on light/modified duty  
7 assignment shall be paid no less than the employee's last salary.  
8

## 9 14. SENIORITY

### 10 14.1 Seniority Determination

11  
12  
13 14.1.1 City seniority shall be the length of continuous uninterrupted  
14 service with the Employer. If an employee is re-hired by the Employer  
15 after the employee has been separated from the employer due to  
16 resignation or termination for more than thirty (30) days, the employee's  
17 official personnel record will reflect a re-hire/adjustment hire date for  
18 seniority purposes.  
19

20 14.1.2 Class seniority shall be based on the effective date an employee  
21 is placed in the employee's current classification. Class seniority shall not  
22 be broken by administrative transfers initiated by management to another  
23 classification.  
24

25 14.1.3 Department seniority shall be the length of continuous  
26 uninterrupted service an employee has in the employee's current  
27 department. Department seniority shall be broken by reassignment to  
28 another department.  
29

30 14.1.4 Division seniority shall be the length of continuous uninterrupted  
31 service an employee has in the employee's current division. Division  
32 seniority shall be broken by reassignment to another Division.  
33

34 14.1.5 Section seniority shall be the length of continuous uninterrupted  
35 service an employee has in the employee's current section. Section  
36 seniority shall be broken by reassignment to another section.  
37

38 14.1.6 When two (2) or more employees have the same seniority  
39 dates for determining job rights, the tie shall be broken by the affected  
40 employees drawing lots. The process used to break a tie will be used each  
41 time a tie needs to be broken.

## 42 15. BIDDING and VACANCIES

43

## 15.1 Shift Bidding

15.1.1 Upon request from the Union steward, the Department director, the Department director's designee and the Human Resources Director shall meet with the Union steward to discuss the feasibility of shift bidding. The Department Director or designee shall notify the Union steward which assignments, if any, will be eligible for shift bidding. The decisions of these members will not be subject to the Agreement's Grievance procedure.

15.1.2 If the Department Director or the Human Resources Director approves a shift bid, the seniority definition used for a bid will be continuous permanent full-time departmental service within the classification and operational unit affected by the bid. The Union, Department Director and the Human Resources Director may, through the execution of a memorandum of agreement, agree to an alternative definition for a specific classification or operational unit. The Union may conduct an advisory referendum among the affected employees on the definition issue.

15.1.3 An employee may exchange a shift with another employee on a one-time basis provided the employee's seniority dates, do not exceed twenty-four (24) months and the employees' supervisor does not deny the exchange on the basis of departmental, division productivity.

15.1.4 Department directors shall use the following parameters when they consider requests to conduct shift bids:

15.1.4.1 The department director shall identify assignments that need to be excluded from the bidding process and notify the Union steward of the exclusion(s). The exclusion(s) may be made if the department director determines in good faith that the assignment requires a specific job skill, license and/or experience that warrant exclusion of the assignment from the bid process. The department director shall have the right to temporarily or permanently reassign an employee to a shift other than the one bid when justifiable cause such as the efficiency of the City service exists.

15.1.4.2 The department director or the Human Resources Director shall identify specific employees who would fill these "blocked" positions and would not participate in the bid process.

15.1.4.3 After consultation with the Union steward, the department director shall identify the specific operational areas that will have separate bids (e.g., Sun Van, Transit and Maintenance in the Transit Department).

15.1.4.4 Each year the employees may vote to determine which seniority definition will be used to govern the bidding process.

15.1.5 The bidding may take place at any time but normally once a year. Transit bargaining unit employees will normally bid twice a year.

15.1.6 Shift bid memoranda of understanding (MOU) reached at the division or department level shall be considered tentative subject to review and approval of the UEC. Approved MOUs reached prior to the execution of this agreement shall continue in full force and effect for the duration of this Agreement.

15.1.7 Departments or divisions that experience rotation scheduling shall not be eligible for shift bidding.

## 16. ELECTIONS AND APPOINTMENTS

The City will notify Local 3022 of elections or appointments to the City's Labor-Management Relations Board and the Personnel Board.

## 17. OCCUPATIONAL HEALTH and SAFETY

### 17.1 Safe and Healthy Working Conditions

17.1.1 The City of Albuquerque is a public service institution. All employees must remember that the first obligation is the safety and well-being of the general public and each other.

17.1.2 Workplace violence by employees is prohibited. Violent behavior directed toward a City employee by a member of the general public shall not be tolerated.

**17.1.2.1** Prohibited workplace behavior includes intimidation, verbal threats, physical assault, vandalism, arson, sabotage, the unauthorized display, possession or use of weapons in the workplace, jokes or comments regarding violent acts which are reasonably perceived to be a threat, or any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

**17.1.2.2** An employee who witnesses or is the subject of prohibited behaviors must report the incident to their immediate supervisor unless the supervisor is the one exhibiting the prohibited

behavior, in which case the employee shall report the behavior to the next highest person within the organization.

**17.1.2.3** A supervisor receiving the complaint must conduct an investigation of the incident and initiate appropriate action to eliminate the prohibited behavior. The supervisor shall prepare a written response to the employee reporting the incident. This response shall include an acknowledgment of the employee's complaint, a description of the investigation conducted, and the action that was initiated to eliminate the prohibited behavior.

## **17.2 Emergency Transportation**

17.2.1 An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at no expense to the employee.

## **17.3 Injury Time**

17.3.1 In addition to other employee benefits, employees are eligible to receive injury time benefits subject to the limitations provided in this section.

17.3.2 Employees who are injured or who suffer an occupational disease in the performance of their duties are eligible for injury time payments the day after the injury (which includes the seven (7) day waiting period required by the Workers Compensation Act) and under all of the following conditions:

The employee is receiving Workers' Compensation wage loss (temporary total disability) benefits;

The employee is receiving health care services (treatment) from the health care provider selected by the Employer;

The health care provider selected by the City certifies the employee is unable to perform the essential functions of the job or that the employee can perform tasks within the Light Duty program; and

The employee has been temporarily assigned to a light duty function as a result of sustaining a compensable job injury or illness.

17.3.3 Injury time payments shall not be paid after the death of an employee.

17.3.4 Payments to the employee will include the Workers Compensation wage loss benefit and the injury time payments provided by the City, which combined, may not exceed the employee's regular wages (gross less statutory deductions). Injury time shall be used only as a supplement

1 payment to Workers' Compensation wage loss (temporary total disability)  
2 benefits or temporary light duty assignments.  
3

4 17.3.5 The Chief Administrative Officer may withhold injury time benefits  
5 to any employee for good and sufficient reason.  
6

7 17.3.6 Injury time benefits will be allowed for any on-the-job injury  
8 including, multiple injuries from the same accident, prior injury, recurrence  
9 or aggravation of an injury or occupational disease.  
10

11 17.3.7 Injury time benefits will be allowed for up to and including, but not  
12 to exceed 960 hours for the standard forty (40) hour workweek or 1,344  
13 hours for a fifty-six (56) hour workweek. Multiple injuries from the same  
14 accident will be subject to a maximum of 960 hours. Initial and  
15 subsequent injuries to the same body part or function will be subject to a  
16 maximum of 960 hours regardless of the number of subsequent events.  
17

18 17.3.8 A prior injury is any injury suffered by the employee as a result of a  
19 previous accident, illness or injury to one or more body parts.  
20

21 17.3.9 An employee shall be charged injury time on the basis of their  
22 current approved schedule for each workday. Such time including light  
23 duty shall not exceed the maximum hours in their regular workweek. If the  
24 employee has a regular workweek of other than forty (40) hours, or a  
25 regular workday of other than eight (8) hours, the injury time charged and  
26 the maximum hours of injury time shall be prorated.  
27

28 17.3.10 Upon exhaustion of injury time, sick leave may be used to  
29 supplement Workers' Compensation wage loss (temporary total disability)  
30 benefits. If sick leave is used to supplement Workers' Compensation  
31 wage loss (temporary total disability) benefits, it shall be charged on the  
32 basis of the number of hours in their current approved schedule for each  
33 workday, not to exceed forty (40) hours in a workweek. If the employee's  
34 regular workweek is other than forty (40) hours the sick leave charge shall  
35 be prorated.  
36

37 17.3.11 Upon the denial or exhaustion of injury time and the exhaustion of  
38 sick leave, all accrued vacation hours will be paid in a lump sum and the  
39 employee transferred to physical layoff.  
40

41 17.3.12 If an employee has a disability as defined by the Americans with  
42 Disabilities Act (ADA), consideration will be given as to whether a  
43 reasonable accommodation can be made prior to transferring to physical  
44 layoff.  
45



1 17.3.13 The receipt by the employee of injury time payments from the  
2 Employer shall operate as an assignment to the Employer against any  
3 amount collected through a settlement or court action by the employee  
4 against a third party causing the injury or disease. The City may proceed  
5 against a third party in its own name to collect reimbursement of injury  
6 time payments. The failure of any employee to cooperate with the  
7 Employer in any legal or other action is considered just cause for  
8 disciplinary action up to and including termination.

9  
10 17.3.14 Employees on a temporary Light Duty assignment working twenty  
11 (20) hours or more per week will be eligible for sick and vacation accruals  
12 on a prorated basis.

13  
14 17.3.15 Authorized absences for employees while on Light Duty will be  
15 charged to the appropriate leave category. Such absences will not be  
16 charged to Light Duty/Injury time.

17  
18 17.3.16 Employees on injury time, excluding Light Duty, will not earn  
19 service credit towards retirement through PERA.

20  
21 17.3.17 Injury time, excluding Light Duty, will be charged to FMLA.

22  
23 17.3.18 Employees who are on injury time status for more than two full  
24 pay periods, excluding light duty assignments of twenty (20) hours or more  
25 per week, shall not accrue sick or vacation leave.

26  
27 17.3.19 Employees categorized as temporary, seasonal, student or part-  
28 time working less than twenty (20) hours per work-week, are not eligible  
29 for injury time benefits.

30  
31 17.3.20 A decision to withhold injury time payments to any employee may  
32 not be grieved.

## 33 34 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

### 35 36 **18.1 Training and Education**

37  
38 18.1.1 The Union shall be permitted to appoint one (1) representative to  
39 serve on the Employer's Training and Education Committee (TEC). The  
40 TEC serves as an advisory committee to the Employer's Director of  
41 Human Resources on all employee development matters, including  
42 recommending criteria of eligibility and tuition assistance under the  
43 Employer's Tuition Assistance program.

1 18.1.2 Employees may access career counseling and guidance and  
2 educational leave and tuition assistance through procedures set forth in  
3 the Employer's Rules and Regulations.  
4

5 18.1.3 An employee who successfully completes a "Train the Trainer"  
6 program approved by the City will be certified as an eligible employee  
7 trainer. If the City and the Union jointly identify areas where these trainers  
8 are utilized for training purposes, the certified trainer will receive a training  
9 differential of ten percent (10%) above the employees' regular rate of pay  
10 for each hour of the actual training provided.  
11

## 12 **18.2 Educational Leave**

13

14 18.2.1 If an employee is participating in a program leading towards a  
15 degree or certificate that is approved by the Training and Education  
16 Committee, the employee's department director may grant educational  
17 leave not to exceed four (4) hours per week for a full-time employee in  
18 accordance with the Employer's Rules and Regulations. Applications for  
19 this leave shall be submitted directly to the Educational leave and Tuition  
20 Assistance Program Coordinator. The Coordinator shall submit the  
21 application to the department director. If the director denies the request,  
22 the director shall submit written reasons for the rejection to the employee.  
23

## 24 **18.3 Licenses and Certifications**

25

26 18.3.1 Employees shall be responsible for obtaining licenses and  
27 certifications required for their job positions. The Employer shall reimburse  
28 employees the fees for renewals and classes required for maintenance of  
29 such licenses and certifications. The employee shall be responsible for  
30 ensuring that the employee meets all requirements of certification,  
31 including pertinent application and training credits. In-house training for  
32 employee licenses and certifications required for the employee's job shall  
33 be continued during the term of this Agreement in departments where the  
34 training currently exists.  
35

36 18.3.2 Employees who are required to maintain or renew a license or  
37 certification required for their job shall receive per diem and mileage in  
38 accordance with Employer travel regulations to attend certification exams  
39 unless an Employer vehicle is made available. Should such examination  
40 take place during the employee's regular work hours, time required for  
41 testing and reasonable travel time to and from the site of the exam shall  
42 be considered hours worked.

## 43 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

44

1           **19.1 Position Specifications**

2  
3           19.1.1 Employee position specifications shall be placed on the Employer  
4           WEB site. Upon request of an employee or the Union, the Human  
5           Resources Department shall provide an employee with a copy of the  
6           employee's position specification in a timely manner.  
7

8           **20. PROMOTIONAL PROCEDURES and POLICIES**

9  
10           **20.1 Vacancies**

11  
12           20.1.1 Bargaining unit position vacancies shall be posted by the Employer  
13           for a minimum of ten (10) working days. The vacancy notice shall include  
14           the job code, job title, minimum qualifications, salary range, application  
15           instructions and the Employer representative that may be contacted for  
16           further information. Vacancies shall be filled in accordance with Section  
17           100, Applications and Procedures of the Personnel Rules and  
18           Regulations.  
19

20           20.1.2 An employee may apply for any advertised vacancy. An employee  
21           shall not be required to inform the employee's supervisor that the  
22           employee is applying for a vacancy or attending interviews. If the  
23           employee schedules an interview during the employee's work day, the  
24           employee shall provide prior notice of the interview to the supervisor.  
25

26           20.1.3 Placement preference shall be provided in the following order:

27  
28                   Employees reinstated as a result of administrative board or judicial  
29                   order;

30  
31                   Employees returning from active duty in the military;

32  
33                   Employees transferred as the result of Chief Administrative Officer  
34                   action;

35  
36                   Employees returning from a physical layoff;

37  
38                   Employees returning from a layoff;

39  
40                   Employees notified of layoff, and

41  
42                   Employees returning from authorized absence from work without  
43                   pay.  
44

## **20.2 Temporary Upgrades**

20.2.1 Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to temporarily work in a higher classified bargaining unit position, the Employer shall select a bargaining unit employee based on qualifications identified solely by the Employer. In cases where qualifications are equal, the determining factor shall be class seniority within section or within division where sections do not exist. Employees who have been qualified for the temporary upgrade shall be assigned to the upgraded position on a rotational basis. The rotation shall be based on a division seniority basis and in a manner consistent with the City's Personnel Rules and Regulations.

20.2.2 The Employer shall compensate the bargaining unit employee temporarily assigned to working at the higher classification an hourly rate equal to the employee's regular hourly rate plus ten percent (10%) of the employee's regular hourly rate. An employee may not be upgraded to a position more than two (2) grades higher than the employee's current classification. The upgrade will be paid when the position has been vacant and/or the incumbent is absent.

20.2.3 The temporary upgrade rate shall be implemented as quickly as possible.

20.2.4 The temporary upgrade shall not exceed ninety (90) calendar days unless extended by mutual agreement of the parties.

## **20.3 Classification/ Recognition**

20.3.1 Prior to revising existing classifications or establishing new classifications, the Employer will notify the Union of its anticipated action and offer the Union the opportunity to provide input and recommendations related to whether or not the affected positions shall be included in the Union's bargaining unit. Either party may bring this issue for discussion in the Union-Employer Committee (UEC) if it deems necessary. In the event of a dispute, either party may take the issue to the Labor Board for resolution.

20.3.1.1 There exists a critical need to have an appropriate bargaining unit certified by the City of Albuquerque Labor Board as per the City of Albuquerque Labor Management Relations Ordinance.

20.3.1.2 The parties will develop a committee of two (2) representatives each.

20.3.1.3 The committee shall develop three (3) lists. One, of the positions that the parties agree are appropriate for

inclusion in a professional bargaining unit; one, of agreed upon positions that are not appropriate for inclusion in the professional bargaining unit; and a third list, of positions that remain in dispute between the parties as to the exclusion or inclusion in the bargaining unit.

20.3.1.4 All positions classified as M or E-Series will be considered in the development of said lists.

20.3.1.5 The committee shall meet within a month of ratification and signature of this CBA which is currently in negotiation and at least once every month thereafter for four (4) months or until an agreement is reached or impasse is declared by either party.

20.3.1.6 Upon agreement, declaration of impasse, or expiration of four (4) months, the parties shall submit all lists to the Labor Board for determination of an appropriate bargaining unit and certification of the appropriate bargaining unit.

20.3.1.7 If disputes on inclusion or exclusion of classifications exist, the parties shall present to the Board the unresolved facts and issues for determination of inclusion or exclusion. Such presentation shall request/require the Board to take action and certify a bargaining unit to replace any and all references to the M-Series bargaining unit and identify the new bargaining unit as the Professional Bargaining Unit. The certification will include those positions agreed upon by the parties and the positions determined by the Board as included in the bargaining unit.

20.3.1.8 Employees who are affected by the inclusion of their E-Series positions into the bargaining unit shall not have their pay impacted. The parties hereby agree for those employees in positions that are currently classified as E-Series and for whom the Board finds are more properly designated as part of the bargaining unit, shall remain at their current compensation until such time as provided for in Section 20.3.1.9.

20.3.1.9 The E-Series employees affected by the Board's decision to include their position as part of the bargaining unit shall remain at their current compensation until such time as the parties are able to negotiate a new compensation package. This will not affect the employee's bargaining unit status as provided for in Section 20.3.1.8.

20.3.1.10 The Union shall have no representational rights with regard to those employees currently classified as E-Series and for whom the Board determines are properly excluded from the bargaining unit.

1  
2  
3 20.3.2 An employee may request a position reclassification through the  
4 employee's department director and in accordance with the Employer's  
5 Rules and Regulations.  
6

7 21. PERFORMANCE EVALUATIONS and APPRAISALS

8 21.1 Performance evaluations will be conducted in accordance with the  
9 merit System Ordinance Section 3-1-9.  
10

11 22. PERSONNEL FILES and RECORDS

12  
13 **22.1 Employee Records**  
14

15 22.1.1 A copy of an employee's performance evaluation or disciplinary  
16 action shall be presented to the employee for review and signature prior to  
17 being placed in the employee's personnel file.  
18

19 22.1.2 An employee shall be permitted to review the contents of their  
20 department and/or Human Resources Department file during normal work  
21 hours. Reasonable requests for copies of documents in the file shall be  
22 honored and reasonable charges shall be made for the copies.  
23

24 22.1.3 The personnel file maintained in the Human Resources  
25 Department (HRD) may be reviewed by hiring supervisors and/or interview  
26 panel members.  
27

28 22.1.4 An employee shall have the right to submit written responses to  
29 documents that are placed in the employee's departmental or HRD files.  
30 The written responses will be placed in the appropriate file.  
31

32 22.1.5 An employee's HRD file shall be the permanent record of an  
33 employee's performance with the Employer.  
34

35 22.1.6 An employee may designate in writing a Union representative or  
36 another representative of the employee's choice to examine the  
37 employee's file.

38 23. CONDITIONS of EMPLOYMENT

39 23.1.1 As a condition of employment all employees are required to comply  
40 with the provisions of the City of Albuquerque Merit System Ordinance,  
41 Personnel Rules & Regulations, Administrative Instructions or Orders,  
42 regulations, Departmental Policies and/or SOP's (standards of operation).  
43 In cases where a conflict may exist between the aforementioned and the

provisions of the Agreement, the provision of this Agreement shall govern and be complied with.

## **24. INVESTIGATIONS and DISCIPLINE**

### **24.1 Investigations**

24.1.1 The Employer reserves the right to investigate employee behavior that the Employer believes may be behavior that will lead to disciplinary action. An employee under investigation shall be informed in writing that the employee is being investigated no later than fifteen (15) work days after the Employer discovered or reasonably should have discovered the act or omission that precipitated the investigation. An investigation shall normally be completed within six (6) months after discovery of the act or omissions cited above. If the Employer determines that the investigation needs to be extended beyond the six (6) month limit, the Employer shall notify the employee in writing that the investigation will be extended. The affected employee or the employee's Union representative may request a verbal status report on the investigation from the employee's supervisor or designee. The supervisor or designee shall provide the status report provided the supervisor or designee shall not be required to provide information that may jeopardize the integrity of the investigation. The employee shall be informed of the nature of the investigation before any interview commences. Prior to any administrative interview being conducted sufficient information shall be disclosed to reasonably apprise the employee of the allegations. This information will be provided to the employee in writing.

### **24.2 Disciplinary Actions**

24.2.1 The Employer may discipline employees by written reprimand, suspension, demotion or dismissal for just cause. An employee may elect to have a Union representative present at any step of the disciplinary process or at a meeting at which the employee has reason to believe disciplinary action will be discussed.

24.2.2 Before discipline is imposed, an employee shall be notified of the reasons for which the discipline is contemplated, a written summary of the evidence against the employee and the employee's right to respond to the proposed action. After providing the employee with the notice of contemplated action and before the employee makes any written or oral response, the supervisor contemplating the discipline shall request review by the Employer's Employee Mediation Program Coordinator of the circumstances on which the contemplated action is based in an effort to

1 avoid the discipline. Mediation shall occur if it is deemed appropriate by  
2 the parties. The mediation shall be conducted in accordance with the  
3 Employer's Rules and Regulations. After this review or if the mediation is  
4 unsuccessful, the supervisor may continue the contemplated disciplinary  
5 procedure by giving the employee the right to respond to the notice of  
6 contemplated action at a pre-determination meeting. The employee shall  
7 receive notice of the pre-determination meeting no later than four (4) days  
8 prior to the meeting.  
9

10 24.2.3 The City shall normally notify an employee whether or not the City  
11 has decided to impose discipline within two (2) months after the close of  
12 the pre-determination meeting cited in paragraph 24.1.2 above. If the City  
13 does not make its disciplinary decision within the two (2) month period, the  
14 City will notify the employee in writing that the decision will be delayed.  
15

16 24.2.4 Suspensions shall not exceed ninety (90) calendar days for any  
17 offense. The Employer's Chief Administrative Officer (CAO) or designee or  
18 department director has the option, on a suspension of five (5) days or  
19 less, to prohibit the employee from attending the work place or to allow the  
20 employee to work through a suspension with pay. Fair Labor Standards  
21 Act employees may not be suspended for less than one (1) workweek  
22 except as permitted by the Fair Labor Standards Act. Disciplinary actions,  
23 with the exception of dismissals, may be held in abeyance for no more  
24 than six (6) months. The CAO or designee, a department director or acting  
25 director may impose any discipline. A division manager may issue a  
26 reprimand and suspend an employee for five (5) days or less after  
27 informing the department director. An employee's immediate supervisor  
28 may issue a reprimand after informing the division manager or department  
29 director.  
30

31 24.2.5 All disciplinary actions shall be recorded in the employee's  
32 personnel file. Disciplinary actions held in abeyance will not be forwarded  
33 to the personnel file until the disciplinary action is served. A written  
34 reprimand placed in an employee's personnel file shall not be used as  
35 evidence in a subsequent disciplinary proceeding if the reprimand was  
36 issued more than four (4) years prior to the subsequent disciplinary  
37 proceeding and the employee has not received any discipline during the  
38 interim four (4) year period.  
39

40 24.2.6 Subject to existing law, disciplinary proceedings, including written  
41 reprimands and case materials, shall normally be kept confidential. This  
42 provision shall not be interpreted in a manner that prevents a department  
43 director or designee from reviewing the material for legitimate business  
44 reasons.  
45



24.2.7 Generally, discipline shall be progressive. This standard, however, shall not be interpreted in any manner that prevents the Employer from imposing an appropriate penalty on an employee whose offense is egregious enough to warrant the discipline without progressive discipline.

24.2.8 The Union may propose in writing to management a level of discipline that the employee will accept for an offense prior to management imposing disciplinary action. If management accepts the discipline proposed by the Union the issue will be considered settled and the action will not be grieved.

## 25. GRIEVANCE and APPEAL PROCEDURES

### 25.1 Grievance Procedure

25.1.1 A grievance is defined as a complaint that alleges violations of written agreements or disciplinary actions lacking "just cause". This grievance procedure shall provide a means for reconciling said complaints and is the only grievance procedure available to bargaining unit employees.

25.1.2 No one shall suffer any retaliation, discrimination, restraint, coercion or reprisal as a result of filing or participating in a grievance procedure.

25.1.3 The filing of a grievance or the intent to file does not relieve any bargaining unit employee of assigned duties and responsibilities. This shall not apply to a bargaining unit employee's refusal to perform a job duty in the presence of an imminent threat of physical harm or death due to any unsafe working condition.

25.1.4 Employees who elect to not be represented by the Union may appeal a disciplinary action by appealing the action to the Personnel Board as provided for in the Merit System Ordinance. Employees who elect to be represented by the Union may appeal contract violation and disciplinary action to final and binding arbitration following attempts to resolve the issue at the department head and CAO level.

25.1.5 All contract violations or disciplinary grievances shall be filed with the Human Resources Department. The grievances may be filed via email.

25.1.6 Grievance Steps for Employees Electing to have Union Representation.

**Step One.** A written grievance must be submitted and time stamped at the Human Resources Department, or via e-mail, within ten (10) working days of the alleged violation. The applicable Department Director shall have ten (10) working days to resolve the grievance at this level.

The written grievance shall include:

1  
2 The language in the Agreement that is alleged to have been  
3 violated;

4  
5 The date the violation occurred, if known;

6  
7 The bargaining unit employee(s) involved;

8  
9 A clear and concise statement of the alleged violation;

10  
11 The specific relief requested; and

12  
13 The signature of the Union President or designee and dated.  
14

15 **Step 2.** If the issue is not resolved for whatever reason within ten (10) working  
16 days of the submittal at Step 1, the Union may advance the grievance to the  
17 Chief Administrative Officer of the City. The grievance must be submitted and  
18 time stamped in the Human Resources Department, or emailed within twenty  
19 (20) days of the submittal at Step 1. The Chief Administrative Officer of the City  
20 shall have ten (10) working days to resolve the grievance at this level.

21  
22 If the issue is not resolved for whatever reason within ten (10) working days of  
23 the submittal to the Chief Administrative Officer, the Union may advance the  
24 grievance by filing a *Notice of Intent to Appeal to Arbitration*, delivered and time  
25 stamped or e-mailed to the Human Resources Department.  
26

#### 27 Time Limits

- 28 1. In determining the time limits, for this purpose, the date of the commission  
29 or omission of the act that generated the grievance shall not be counted.  
30 2. Working days shall mean days that the Human Resources Offices are  
31 open for business. If the last day of the time limit for filing a grievance at any  
32 step falls on a date that the Human Resources Department City is not open  
33 for business during regular work hours, the deadline will be the next business  
34 day.  
35 3. Time limits may be extended by written mutual agreement of the parties.  
36 4. If the Union fails to comply with the time limits the grievance shall be null  
37 and void.  
38

#### 39 Selection of an Arbitrator

40

41 An arbitrator shall be selected from an unrestricted list of seven (7) arbitrators  
42 requested from the Federal Mediation and Conciliation Service (FMCS). The  
43 selection of the arbitrator will be accomplished by the parties striking names until  
44 only one name remains. The remaining person shall be the arbitrator. The  
45 grieving party shall strike the first name. The selection of the arbitrator shall take  
46 place at the Human Resources Office within ten (10) working days of receipt of

1 the FMCS list. Failure by either party to strike arbitrators will result in FMCS  
2 appointing an arbitrator.

### 3 4 5 Arbitration Procedures

- 6 1. Issues of arbitrability shall be decided by the Arbitrator.
- 7 2. The Arbitrator shall have the authority to accept, modify, or reverse the  
8 action taken by the City.
- 9 3. In the event of reinstatement, a reduction or recession of a suspension  
10 or demotion, the Arbitrator's award shall be limited to back-pay and  
11 benefits for lost time, less any compensation received by the employee  
12 during the suspension, demotion or termination.
- 13 4. The burden of proof shall be determined by the Arbitrator.
- 14 5. The standard of review for appeal shall be governed by the New  
15 Mexico Uniform Arbitration Act.
- 16 6. The Arbitrator shall have the authority to interpret and determine  
17 compliance with the provisions of the collective bargaining agreement  
18 (CBA). The Arbitrator may not add to, detract from, or alter in any way  
19 the language of the Collective Bargaining Agreement or the Labor-  
20 Management Relations Ordinance, but may give interpretation or  
21 application to such terms and apply appropriate relief.
- 22 7. The Arbitrator will make his/her decision based on the evidence  
23 presented at the hearing and briefs presented by the parties if briefs  
24 are submitted.
- 25 8. The Arbitrator's decision is final and binding on the parties.
- 26 9. The parties will share equally in the total cost of the arbitration  
27 procedure.

### 28 29 General Provisions

- 30 1. The arbitrator shall have the authority to conduct the arbitration  
31 proceeding in accordance with the applicable FMCS policies and  
32 procedures.
- 33 2. The Chief Administrative Officer, Director of Human Resources,  
34 Department Director and the Union President/Designee have authority  
35 to settle labor-management disputes.
- 36 3. The parties may agree to settlement at any time during the process.
- 37 4. All settlements between the parties shall be reduced to writing and  
38 shall be signed and dated by the parties.
- 39 5. The Union is the exclusive representative of the employees in this  
40 bargaining unit. No one else may represent employees in this process  
41 without the express written approval of the Union President/Designee.
- 42 6. Grievances filed by the Union are the express property of the Union  
43 and cannot be withdrawn by bargaining unit members.
- 44 7. An individual employee may not invoke the arbitration procedure of this  
45 Agreement.

1 26. EMPLOYEE REIMBURSEMENTS

2  
3 **26.1 Per Diem and Mileage Reimbursements**

4  
5 26.1.1 The Employer's current policies on per diem and mileage shall  
6 continue in effect for all M-Series bargaining unit employees.

7  
8 26.1.2 Employees must submit their per diem documentation with payroll  
9 each pay period.

10 27. ELECTRONIC SURVEILLANCE

11 It is acknowledged by the parties that electronic surveillance of its  
12 employee(s) is a management prerogative. The electronic surveillance of its  
13 employee(s) may be used in disciplinary actions. When Electronic  
14 Surveillance is part of the day to day operation, the employee(s) will be  
15 informed. The utilization of Electronic Surveillance as part of an investigation  
16 does not require notice to the employee(s) being investigated.  
17

18 28. EMPLOYEE ASSISTANCE PROGRAMS

19  
20 **28.1 Employee Assistance Program**

21  
22 28.1.1 The Employer shall continue to provide a confidential Employee  
23 Assistance Program (EAP) staffed with licensed professionals. The EAP  
24 service shall offer professional assessment and short-term counseling and  
25 referral service to assist employees and their immediate family members.  
26 Employees may self-refer when they recognize a need for assistance  
27 provided the self-referral does not conflict with the Employer's Substance  
28 Abuse policy.  
29

30 28.1.2 The Employer shall not take adverse action against any employee  
31 on the sole basis of the employee's participation in the program.  
32

33 **28.2 Critical Incident Stress Debriefing**

34  
35 28.2.1 The Employer shall provide employees critical incident stress  
36 debriefing (CISD) when job-related incidents occur that warrant this  
37 assistance. CISD will be provided in a manner that is consistent with  
38 Workers Compensation laws and regulations.

39 29. EMPLOYEE VEHICLE USAGE

40  
41 29.1 It is acknowledged by the parties that there are positions within the  
42 bargaining unit that require employees as a condition of employment to use

1 their vehicles and employees are paid for the use of their vehicle in  
2 accordance with Department or City policy.

3  
4 29.2 At the discretion of the Department Director/designee employees who  
5 utilize their personal vehicles for City business may be allowed to use a City  
6 vehicle while the employees personal vehicle is being repaired.

## 7 30. FIREARMS

8 Provisions of the Personnel Rules and Regulations and Administrative  
9 Instructions in effect as of the effective date of this Agreement shall be  
10 applicable to this section.

## 11 31. CITY PROVIDED EQUIPMENT and TOOLS

12 Provisions of the Personnel Rules and Regulations and Administrative  
13 Instructions in effect as of the effective date of this agreement shall be  
14 applicable to this section.

## 15 32. EMPLOYEE INCENTIVE PROGRAMS

### 16 17 **32.1 Employee Recognition Program**

18  
19 32.1.1 The Employer may develop methods of rewarding employees  
20 through a reward, bonus, leave with pay or any other form of award or  
21 extra compensation, in addition to the regular benefits entitled a classified  
22 employee, as long as all of the following conditions are met:

23  
24 32.1.1.1 The award results from a pre-existing plan or program  
25 authorized by the Chief Administrative Officer which sets up a  
26 specific criteria for such extra compensation; and

27  
28 32.1.1.2 Employees render service that is outside of and in  
29 addition to the normal requirements and expectations of their  
30 employment; and

31  
32 32.1.1.3 The Employer reasonably anticipates some tangible or  
33 intangible benefit from such service.

34  
35 32.1.2 At the discretion of the director, departments choosing to  
36 implement an employee incentive program shall present to the Chief  
37 Administrative Officer a specific plan for approval. These plans shall  
38 include, but not be limited to, the following:

39  
40 32.1.2.1 The method of selection of awardees, including the  
41 composition of selection boards.  
42

1 32.1.2.2 The criteria under which employees will be nominated as  
2 well as ultimately selected, as awardees.

3  
4 32.1.2.3 The suggested frequency with which it is proposed these  
5 awards will be given.

6  
7 32.1.2.4 The anticipated number of employees who will be  
8 honored at a given frequency.

9  
10 32.1.2.5 The amount of leave with pay to be granted by the  
11 department.

12  
13 32.1.2.6 The amount of cash award to be made available to  
14 awardees.

15  
16 32.1.3 The amount of leave with pay and the amount of cash awarded  
17 may be up to three (3) days of paid leave and up to \$750 per employee.  
18 Programs may offer leave with pay or cash awards or both. Department  
19 directors, assistant directors, division and program heads, and others of  
20 similar rank are excluded from departmental incentive award programs.

21  
22 32.1.4 Upon approval of a department's incentive program, the Chief  
23 Administrative Officer will recommend the amount of funds to be budgeted  
24 to the department for implementation of the program. Award of any funds  
25 beyond the budgeted amount will require the prior approval of the Chief  
26 Administrative Officer.

27  
28 32.1.5 Department directors are responsible for administering these  
29 programs to enhance operational performance and productivity. This  
30 regulation does not govern programs sponsored by service clubs or  
31 similar service groups and pertains solely to the use of City funds as  
32 incentives for employees. Departments may grant each individual within a  
33 team or group an award based on the above amounts.

34  
35 32.1.6 Failure to receive an award under this Section may not be grieved.

## 36 37 **32.2 Sick Leave Incentive Program**

38  
39 32.2.1 Employees must have been employed with the Employer for six (6)  
40 consecutive months in order to participate in the sick leave incentive  
41 program as follows:

42  
43 32.2.1.1 Employees utilizing zero (0) hours of sick leave for six (6)  
44 consecutive months will be awarded eight (8) hours of vacation  
45 leave.

32.2.1.2 Employees utilizing less than or equal to 12.5 percent of accrued sick leave over six (6) consecutive months will be awarded four (4) hours of vacation leave.

32.2.2 Part-time employees transferring to full-time positions within the specified six (6) consecutive month period will receive sick leave incentive as if they had been full-time employees for the entire six (6) month period.

32.2.3 Departments will review sick leave usage twice a year for the periods, July 1 through December 31 and January 1 through June 30.

32.2.4 Employees on injury time are not eligible for incentive leave with the exception of light duty and FMLA.

32.2.5 Employees on suspension or administrative leave resulting from a disciplinary action that is sustained through administrative or judicial process will not be eligible for incentive leave.

32.2.6 Employees utilizing donated leave will not be eligible for incentive leave unless the donated leave was used for FMLA purposes.

32.2.7 Part-time employees working twenty (20) hours or more per week, if eligible, will receive incentive leave on a prorated basis.

32.2.8 This regulation shall be the only means of providing sick leave incentive for employees.

32.2.9 Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per week are not eligible to participate in the sick leave incentive program.

### 33. EMPLOYEE PAYROLL DEDUCTIONS

Provisions of the Personnel Rules and Regulations and Administrative Instructions in effect as of the effective date of this agreement shall be applicable to this section.

### 34. FURLOUGHS, LAYOFF/ REDUCTION IN FORCE and RECALL

#### **34.1 Furlough, Layoff and Reduction in Force Procedures**

34.1.1 "Layoff" shall be defined as the involuntary separation of an employee from Employer service as a result of the abolishment of the position, program elimination or lack of funds.

1 34.1.2 The Chief Administrative Officer (CAO) and the Director of Human  
2 Resources, or their designee, shall be responsible for approving all layoffs  
3 and offering transfers or placement offers to employees facing layoff.  
4 Prior to the implementation of a layoff or transfers resulting from  
5 reductions-in-force (RIF), the CAO, Human Resources Director or their  
6 designee shall meet with the Union to discuss the reason(s) for the RIFs,  
7 possible alternatives to a layoff including furloughs, the positions impacted  
8 by the RIFs, employees affected, transfer opportunities and employees  
9 who will be laid off, if any. If the Human Resources Department  
10 determines that an employee should be transferred to a position for which  
11 a special certification or license is required, the employee shall be  
12 afforded the opportunity to obtain the required certification or license  
13 within a one (1) year period. If the employee does not meet this  
14 requirement within one (1) year, the employee shall revert to layoff status  
15 unless a vacancy is available in a job for which the employee qualifies.  
16

17 34.1.3 Prior to the layoff of a classified non-probationary employee,  
18 probationary employees, temporary employees, seasonal employees or  
19 students may be terminated.  
20

21 34.1.4 An employee who is laid off as the result of reduction in force (RIF)  
22 shall be provided with at least thirty (30) days written notice prior to the  
23 effective date of the layoff.  
24

25 34.1.5 When two (2) or more employees are in the same job code in the  
26 same department affected by the layoff, the layoff determination shall be  
27 made in the following order:  
28

29 34.1.5.1 The employee with the shortest length of continuous  
30 uninterrupted service with the City;  
31

32 34.1.5.2 If this is equal, the employee with the shortest length of  
33 continuous uninterrupted service with the department;  
34

35 34.1.5.3 If this is equal, the employee with the shortest length of  
36 continuous uninterrupted service in the current job code;  
37

38 34.1.5.4 If this is equal, the affected employees shall draw lots.  
39

40 34.1.6 Laid off employees shall have two (2) years recall rights and  
41 placement preferences.  
42

43 34.1.6.1 Laid off employees shall be returned to active service in  
44 order of seniority.  
45



1           34.1.6.2 An employee who is returned to the same or different  
2 position but at the same grade as previously held will receive the same  
3 rate of pay the employee was receiving at the time of the lay-off.  
4

5           34.1.6.3 An employee who returns to a different position at a lower  
6 grade than that which the employee held at the time of the lay-off will be  
7 placed at the same rate of pay or closest highest step of the lower grade  
8 not to exceed the maximum of the new grade.  
9

10          34.1.6.4 An employee who returns to a position in a different pay  
11 plan from that which the employee held at the time of the lay-off will be  
12 moved to the same or closest rate of pay within the new pay grade of the  
13 new pay plan not to exceed the maximum of the new grade.  
14

15          34.1.6.5 An employee on a recall list will be removed from the list  
16 and terminated from employment when the two (2) year recall period has  
17 ended without the employee being called back to work; when the  
18 employee has refused to accept an offer of employment with the Employer  
19 in a position in which the employee is qualified and for which the grade is  
20 the same or of comparable pay to that of the position held by the  
21 employee at the time of the employee's layoff; when the employee  
22 accepts another position with the Employer or when the employee  
23 voluntarily resigns from employment.

## 24   35. RESIGNATION and RETIREMENT

### 25           **35.1 Resignation**

26  
27  
28          35.1.1 Resignation is the voluntary termination of employment, prior to  
29 retirement. City employees who wish to resign in good standing shall  
30 submit a letter to their immediate supervisor at least two (2) weeks before  
31 leaving employment. The letter shall include the date the resignation will  
32 become effective.  
33

34          35.1.2 Written requests to rescind a resignation must be submitted directly  
35 to the applicable department director prior to the effective date of  
36 resignation. The department director has the authority to approve or  
37 disapprove the request. Disapproval is not grievable.  
38

39          35.1.3 Employees who resign before they are eligible for retirement may  
40 request a refund of their PERA contributions by contacting the Human  
41 Resources Department, Insurance and Benefits Division.  
42

1           **35.2 Retirement**

2

3           35.2.1 Early Retirement immediately prior to retirement from active

4           service with the Employer: an employee may take leave with pay

5           equivalent to the amount of sick and vacation leave the employee has

6           accumulated. Employees who are eligible for retirement and are under

7           the provisions of this Agreement will be governed by the provisions of this

8           Agreement. Employees should plan to begin processing for retirement at

9           least six (6) months prior to the projected date of retirement. Any

10          employee eligible to retire within five (5) years may attend the retirement

11          counseling sessions conducted by the Employer. The Employer will

12          disseminate information regarding the session to employees on a periodic

13          basis.

14

15          35.2.2 Employees in Early Retirement are not entitled to salary increases

16          afforded other employees.

17

18          35.2.3 Employees in Early Retirement are entitled to all benefits except

19          vacation and sick leave accruals, donated leave and hardship leave.

20

21       **36. RULES and REGULATIONS**

22           Refer to section 0.3 of this Agreement.

23       **37. PRIVATIZATION and CONTRACTING OUT**

24

25           **37.1 Contracting for Services**

26

27          37.1.1 If the Employer anticipates the contracting out of Employer

28          services on a permanent basis that have historically been performed by

29          bargaining unit employees, the Employer shall notify the Union President

30          in writing of the Employer's intentions no later than thirty (30) days prior to

31          implementing the anticipated action or when the issue is included in the

32          Mayor's annual budget request.

33

34          37.1.2 The Union may request to meet and confer with the Employer to

35          discuss the anticipated action prior to implementation. The request shall

36          be granted.

37

38          37.1.3 Upon request, the Employer shall provide data and other

39          information in the Employer's possession that is related to the anticipated

40          action and that will assist the Union in its development of a response to

41          the Employer's action.

42

1 37.1.4 The Union shall be allowed the opportunity to present arguments  
2 and data to the Employer to counter the Employer's anticipated action  
3 prior to the Employer's anticipated action.  
4

5 37.1.5 If the Employer decides to issue a request for proposals (RFP) for  
6 contracting out the services, the Union shall be provided with a copy at the  
7 same time other vendors are provided a copy.

## 8 38. STRIKES and LOCKOUTS

9

10 Strikes as defined in the Labor Management Relations Ordinance are  
11 prohibited. The Employer agrees that it shall not engage in lockouts.  
12

## 13 39. GENERAL ADMINISTRATIVE PROVISIONS

14

### 15 39.1 Non-Discrimination

16

17 39.1.1 The provisions of this Agreement shall be applied to all employees  
18 in compliance with applicable law and Employer policies that prohibit  
19 discrimination related to age, race, creed, religion, national origin, gender,  
20 disability sexual orientation, veteran status or other protected classes set  
21 forth in the Employer's Labor-Management-Relations Ordinance.  
22

### 23 39.2 Memoranda of Understanding (MOU)

24

25 39.2.1 The parties may execute Memoranda of Understanding (MOUs)  
26 during the term of this agreement. The parties agree that any and all past  
27 MOUs executed prior to this agreement are expired/null and void.  
28

### 29 39.3 Complete Agreement

30

31 39.3.1 This Agreement relates to the employees of the City of  
32 Albuquerque in the designated collective bargaining unit. The parties do  
33 hereby acknowledge that this Agreement represents an amicable  
34 understanding reached by the parties as the result of negotiations of the  
35 parties as provided in the Employer's Labor-Management Relations  
36 Ordinance.  
37

38 39.3.2 This Agreement replaces in its entirety any and all previous  
39 Agreements and represents the only Agreement of the parties hereto.  
40 When any conflicts occur, this Agreement shall govern as provided by the  
41 Employer's Labor-Management Relations Ordinance.  
42  
43

1 39.3.3 The parties agree that all issues subject to negotiations and  
2 consideration by the parties have been addressed during the negotiations  
3 leading to this Agreement. Neither party shall be required to negotiate on  
4 any matter during the term of this Agreement unless otherwise specifically  
5 mandated by another provision of this Agreement. This limitation shall  
6 apply to any matter, whether or not the issue is addressed in this  
7 Agreement.

8  
9 39.3.4 Under normal circumstances, the Union will be given prior notice of  
10 proposed changes in City or department-wide written policies that directly  
11 affect bargaining unit employee working conditions. The Union will be  
12 given fourteen (14) days from the time of notice to provide input. This input  
13 period may or may not delay implementation, but may require revision or  
14 cancellation of the originally proposed policy. The parties may agree to  
15 extend time limits by mutual consent.

16  
17 39.3.5 The Union will be allowed to provide input through the Office of  
18 Human Resources on all changes in policies, rules and handbooks.

#### 19 **39.4 Savings Clause**

20  
21  
22 39.4.1 If any part of this Agreement is determined by the Employer's  
23 Labor-Management Relations Board or a court of competent jurisdiction to  
24 be in violation of law, that part of the Agreement shall be considered null  
25 and void. All other provisions of the Agreement shall remain in full force  
26 and effect. If either party wishes to re-negotiate the provision(s)  
27 determined to be in violation of law, that party shall notify the other party of  
28 its intent to re-open negotiations on that provision(s) only. The parties  
29 shall meet in good faith and in a timely manner to re-negotiate the  
30 provision(s).

### 31 32 33 **40. TERM OF AGREEMENT**

34  
35 40.1 This agreement is effective upon ratification and signature by the  
36 parties and shall remain in full force and effect through June 30, 2016.

37  
38 40.2 Either party may open negotiations for a successor agreement in  
39 accordance with the Employer's Labor-Management Relations Ordinance  
40 provision which requires the initiating party to notify the other party of its  
41 intent at least sixty (60) days prior to the expiration of this Agreement.

42  
43 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the  
44 signatures of their authorized representatives on this 5th day of August, 2015.  
45

1 CITY OF ALBUQUERQUE

AFSCME

2  
3  
4  
5 By: Richard J. Berry, Mayor  
6 City of Albuquerque  
7  
8  
9

By: Patricia French, President  
AFSCME Local 3022

10 Form Reviewed by Legal Department

(Seal)

11  
12  
13 *SMA*  
14 By: Jessica M. Hernandez, City Attorney  
15  
16

Natalie Howard, City Clerk